



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Trent Deckard, President
Jennifer Crossley, President Pro Tempore
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson
Kate Wiltz

COUNCIL MEETING AGENDA

Tuesday, June 25, 2024 at 5:00 pm

Nat U. Hill Meeting Room and Teams Connection

[Click here to join the meeting](#)

Meeting ID: 261 480 065 293

Passcode: 75mXxn

- The public's video feed will be turned off by the meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

* * * * *

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, E Sensenstein, (812) 349-7314, esensenstein@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker)

5. DEPARTMENT UPDATES– items NOT on the agenda (limited to 10 minutes per department)

-Kim Shell, Council Office: Highway Additional Appropriation Scrivener's Error

6. COUNCIL LIAISON UPDATES

7. CONSENT AGENDA ITEMS

A. BOARD OF COMMISSIONERS

7

Request Approval of a Category Transfer

Cumulative Capital, 1138-0000

FROM:

42350 Computer Replacement \$179,512.90

TO:

30041 Software \$179,512.90

[illegible]

11

Election Fund-Commissioners, 1215-0068

36003	Utilities	\$5,000
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23001	Materials and Parts	\$5,000
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[illegible]

14

Futures Clinic, 8126-9624

20001	Office Supplies	\$ 86.79
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20011	Other Supplies	\$ 165.00
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21050	Medical Supplies	\$ 532.17
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21112	LARC	\$ 54.51
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25190	Medications	\$ 325.27
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38110	Service and Charges	<u>\$ 370.98</u>
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TOTAL \$1,534.72

10071	Nurse Practitioner	\$1,534.72
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[illegible]

17

Local Road and Street, 1169-0000

23412	Traffic Signal Maintenance	\$160,000
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40001	Equipment	\$160,000
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8. COURTS, Lisa Abraham

23

GAL/CASA, 1213-0000

30006	Contractual	\$9,475	<i>New Account Line</i>
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The Monroe County CASA program has been awarded additional money through the State. All grant payments will be issued to Monroe County CASA via Monroe County as a pass-through grant.

9.	HIGHWAY DEPARTMENT, Lisa Ridge	26
	Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation	
	<u>LOIT Special Distribution, 1229-0000</u>	
	23400 Bituminous \$2,203.24	<i>New Account Line</i>

The Department has been carrying forward a cash balance in this fund for many years. The Department has requested to appropriate the leftover funds into a created line for bituminous to use the funds and eliminate the fund.

10.	EMERGENCY MANAGEMENT, Justin Baker	28
A.	Request Approval of an Additional Appropriation <u>Building Resilient Inf. Grant, 8119-0000</u> 30006 Contractual \$12,932.50	

The Department was awarded the Building Resilient Infrastructure Grant in 2022 to fund the Multi-Hazard Mitigation Plan. The plan required by the federal government in order to receive federal assistance after a disaster. The grant award was a multi-year grant for \$18,457. There was a total of \$12,932.50 left prior to 01/01/24, which was not carried forward. The Department has requested this appropriation to continue funding the mitigation plan.

[illegible]

B.	Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation	99
	<u>Em Mgmt. Duke Grant, 4938-0000</u>	
20011	Other Supplies	\$4,000 <i>New Account Line</i>

The County has been awarded a grant from Duke Energy to purchase more weather radios for Monroe County residents who live in areas that are at a higher risk when severe weather hits.

[illegible]

C.	Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations			103
	<u>EMPG Salary, 8188-9623</u>			
	13701 Deputy Director	\$25,000	<i>New Account Line</i>	
	15115 Director	\$30,000	<i>New Account Line</i>	

The Department been awarded the 2023 Emergency Management Performance Salary Grant. The grant is the annual salary reimbursement grant offered by the Indiana Department of Homeland Security. The award reimburses the county 50% of the Emergency Management Department staff's salary.

11. HEALTH DEPARTMENT, Lori Kelley

A. Request to Amend the 2024 Salary Ordinance

105

Local Public Health Services, 1161-0000

FROM:

10107	Disease Intervention Specialist Program Coordinator	35 Hr.	PAT B	Non-exempt	\$52,562
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TO:

10107	Disease Intervention Specialist Program Coordinator	40 Hr.	PAT B	Non-Exempt	\$60,071
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Requested Effective Date: 06/30/2024

The Department has requested to move the Disease Intervention Specialist Coordinator (DIS) position from 35 to 40 hours. The Board of Health voted to recommend this change at their May 2024 meeting. Currently, this position serves clients in 12 counties and spends a large amount of time traveling. The Department also lost COVID supplemental grant funding in 2023, which previously supported a 3rd DIS position, which has increased the workload for the two remaining full-time DIS employees. The Indiana Department of Health has approved a budget revision request to support the funding necessary to move this position from 35 to 40 hours. However, the total award will only cover expenses for the DIS Coordinator, a part-time assistant, mileage, cell phone, and supplies.

[illegible]

B. Request the Creation of New Account Lines and Simultaneously Approve an Additional Appropriation

106

DIS Interv-STD, 8180-9625

10107	Dis Inter Spec Prog Coord	\$60,071	<i>New Account Line</i>
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17801	Part-time	\$24,253	<i>New Account Line</i>
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18001	FT Self Insurance	\$13,000	<i>New Account Line</i>
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18101 FICA	\$ 6,451	<i>New Account Line</i>
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18201	PERF	\$ 8.873	<i>New Account Line</i>
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20011	Other Supplies	\$ 1,000	<i>New Account Line</i>
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30021	Phones & Pagers	\$ 480	<i>New Account Line</i>
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30028	Training/Travel	\$ 7,630	<i>New Account Line</i>
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TOTAL \$121,758

The Health Department has received a grant award in the amount of \$121,758 for disease intervention services. This funding will help support 1 full-time and 1 part-time employee to provide services to 12 counties, as well as travel, supplies, and cell phone services.

[illegible]

C. Request Approval of an Additional Appropriation

137

Futures Clinic, 8126-9624

10071	Nurse Practitioner	\$2,009.38
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10187	Clinic Manager	\$1,600.90
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10188	Licensed Practical Nurse	\$ 324.92
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TOTAL \$3,935.20

The Department has requested an additional appropriation of earned income and LARC reimbursements. A total of \$25 of earned income from Title X March insurance claims and \$3,910.20 from LARC reimbursements be appropriated into the account lines as listed.

[illegible]

D. Request the Creation of Account Lines and Simultaneously Approve Additional Appropriation

TANF Futures, 8150-9624

148

10071	Nurse Practitioner	\$ 31,898
10187	Clinic Manager	\$ 12,808
10188	Licensed Practical Nurse	\$ 16,331
17601	Longevity	\$ 200
17801	Part-time	\$ 9,245
18001	FT Self Insurance	\$ 13,343
18101	FICA	\$ 5,393
18201	PERF	\$ 8,669
20001	Office Supplies	\$ 100
20011	Other Supplies	\$ 150
21050	Medical Supplies	\$ 2,000
21112	LARC	\$ 6,989
25190	Medications	\$ 3,000
38110	Services and Charges	\$ 1,952

TOTAL \$112,078

The Department has requested an appropriation for 2023-2024 TANF grant funding. The agreement term is 10/01/23- 09/31/24. The funding helps to support salary expenses, expenses, and services for the Futures Family Planning Clinic.

12. UPDATE FROM DLZ, Scott Carnegie

13. LEGAL DEPARTMENT, Jeff Cockerill

180

Request Approval of Resolution 2024-24 Regarding Tax Abatement Compliance Forms

The County has received tax abatement compliance forms (CF-1's) for tax abatements where the County Council was the designating body. They are as follows:

- Proveli, Inc., (CF-1 Personal Property)
- Phoenix Closures/Lazarus LLC (CF-1 Real Property and Property Property)
- GLC Bloomington (Ernest Health) (CF-1 Real Property)
- Oliver Winery (CF-1 Personal Property)

The Economic Development Commission met to review these forms on 06/17/24 and recommended that the Monroe County Council approve the tax abatement compliance forms, allowing the abatements.

MEETING RECESS – 6:30 pm

14. AMERICAN RESCUE PLAN ACT (ARPA)

BOARD OF COMMISSIONERS/ AUDITOR'S OFFICE

A. Request Approval of Additional Appropriations

American Rescue Plan Act Fund, 8950-0000

Personnel Category	\$8,000,000
Supplies Category	\$8,000,000
Services Category	\$8,000,000
Capital Category	\$8,000,000

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$8,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

B.	Request Approval of De-Appropriations
	<u>American Rescue Plan Act Fund, 8950-0000</u>
	Personnel Category \$500,000
	Supplies Category \$500,000
	Services Category \$500,000
	Capital Category \$500,000

15. COUNCIL DISCUSSION
Update on Long-Term Finance Committee Meeting regarding Jail Funding Options

17. ADJOURNMENT



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Commissioner's Office Presenter: Angie Purdie

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☒

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Commissioner's are requesting a "Transfer Between Lines" in Cum Cap to cover Software expenses.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request? No

Department: Commissioner's Office

Fund Name: Cum Cap

Fund Number: 1138 Location Number: 0000

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>42350</u>	<u>Computer Replacement</u>	<u>\$ 179,512.90</u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 179,512.90</u>

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>30041</u>	<u>Software</u>	<u>\$ 179,512.90</u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 179,512.90</u>

Acct	▲	▲	Loc Desc	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 1138													
Fund Desc : Cumulative Capital Dev													
Loc : 0000													
Loc Desc : No Department													
10023		No Department		GIS Coordinator	0.00		80,975.00	0.00	80,975.00	37,372.80	43,602.20	0.00	53.85%
13220		No Department		Network Operations Manager	0.00		73,528.00	0.00	73,528.00	33,936.00	39,592.00	0.00	53.85%
13260		No Department		Sr Support Technician	0.00		62,837.00	0.00	62,837.00	29,001.60	33,835.40	0.00	53.85%
13270		No Department		Network Technician	0.00		60,071.00	0.00	60,071.00	27,724.80	32,346.20	0.00	53.85%
13280		No Department		Help Desk/Remote Desktop Tech	0.00		62,484.00	0.00	62,484.00	28,838.40	33,645.60	0.00	53.85%
13290		No Department		Support Technician	0.00		54,059.00	0.00	54,059.00	25,066.40	28,992.60	0.00	53.63%
13291		No Department		Support Technician	0.00		54,059.00	0.00	54,059.00	26,342.40	27,716.60	0.00	51.27%
15115		No Department		Director	0.00		104,437.00	0.00	104,437.00	48,201.60	56,235.40	0.00	53.85%
17601		No Department		Longevity	0.00		4,400.00	0.00	4,400.00	1,400.00	3,000.00	0.00	68.18%
18001		No Department		FT Self Insurance	0.00		98,528.00	0.00	98,528.00	98,528.00	0.00	0.00	0.00%
18101		No Department		FICA	0.00		42,600.00	0.00	42,600.00	19,065.05	23,534.95	0.00	55.25%
18201		No Department		PERF	0.00		78,448.00	0.00	78,448.00	36,420.63	42,027.37	0.00	53.57%
30006		No Department		Contractual	0.00		80,000.00	0.00	80,000.00	26,739.64	53,260.36	0.00	66.58%
30025		No Department		Maintenance	0.00		30,000.00	0.00	30,000.00	8,197.05	21,802.95	0.00	72.68%
30041		No Department		Software	0.00		800,000.00	0.00	800,000.00	843,147.42	(43,147.42)	0.00	(5.39%)

Acct	Loc Desc	Acct Desc	Carry Forward			Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
			Approp	Original Approp	Addt'l Approp					
30067	No Department	Building Repair & Maintenance	0.00	300,000.00	0.00	300,000.00	214,403.48	85,596.52	0.00	28.53%
38020	No Department	Replacement/Repair	0.00	40,000.00	0.00	40,000.00	5,180.65	34,819.35	0.00	87.05%
40001	No Department	Equipment	0.00	40,000.00	0.00	40,000.00	17,295.00	22,705.00	0.00	56.76%
41121	No Department	ADA Title VI Compliance Cap	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
42200	No Department	Airport Develop. Local Match	0.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00	100.00%
42330	No Department	Sheriffs Vehicles	0.00	500,000.00	0.00	500,000.00	74,939.25	425,060.75	0.00	85.01%
42350	No Department	Computer Replacement	0.00	150,000.00	0.00	180,000.00	487.10	179,512.90	0.00	99.73%
42375	No Department	Parking Garage	0.00	480,000.00	0.00	480,000.00	235,151.43	244,848.57	0.00	51.01%
42380	No Department	Special Projects	0.00	200,000.00	0.00	200,000.00	161,277.00	38,723.00	0.00	19.36%
42700	No Department	Industrial Infrastructure	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	100.00%
43230	No Department	Storm Water/Drainage	0.00	38,000.00	0.00	38,000.00	0.00	38,000.00	0.00	100.00%
45310	No Department	Lease Purchase Equipment	0.00	75,000.00	0.00	75,000.00	32,527.04	42,472.96	0.00	56.63%
60100	No Department	Transfer Out Fund To Fund	0.00	0.00	0.00	0.00	28,539.00	(28,539.00)	0.00	0.00%
			0.00	3,789,426.00	0.00	3,789,426.00	2,059,781.74	1,729,644.26	0.00	45.64%
			0.00	3,789,426.00	0.00	3,789,426.00	2,059,781.74	1,729,644.26	0.00	45.64%
			0.00	3,789,426.00	0.00	3,789,426.00	2,059,781.74	1,729,644.26	0.00	45.64%
			0.00	3,789,426.00	0.00	3,789,426.00	2,059,781.74	1,729,644.26	0.00	45.64%
			0.00	3,789,426.00	0.00	3,789,426.00	2,059,781.74	1,729,644.26	0.00	45.64%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Commissioner's Office Presenter: Angie Purdie, Commissioners' Admin

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☒

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Commissioners are requesting a "Transfer Between Lines" in the Election Fund to cover materials & parts for general maintenance and upkeep of the NAPA Building.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request? No

Department: Commissioner's Office

Fund Name: Election Fund

Fund Number: 1215

Location Number: 0068

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>36003</u>	<u>Utilities</u>	<u>\$ 5,000.00</u>
<u> </u>	<u> </u>	<u> </u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 5,000.00</u>

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>23001</u>	<u>Materials & Parts</u>	<u>\$ 5,000.00</u>
<u> </u>	<u> </u>	<u> </u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 5,000.00</u>

Acct	▲	▲	Loc Desc	▲	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
☐ Fund : 1215														
☐ Fund Desc : Election Fund														
☐ Loc : 0068														
☐ Loc Desc : County Commissioners														
23001			County Commissioners		Materials & Parts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
30011			County Commissioners		Rent	0.00	0.00	57,400.00	0.00	57,400.00	57,400.00	0.00	0.00	0.00%
36003			County Commissioners		Utilities	0.00	0.00	37,000.00	0.00	37,000.00	6,251.70	30,748.30	0.00	83.10%
						0.00	0.00	94,400.00	0.00	94,400.00	63,651.70	30,748.30	0.00	32.57%
						0.00	0.00	94,400.00	0.00	94,400.00	63,651.70	30,748.30	0.00	32.57%
						0.00	0.00	94,400.00	0.00	94,400.00	63,651.70	30,748.30	0.00	32.57%
						0.00	0.00	94,400.00	0.00	94,400.00	63,651.70	30,748.30	0.00	32.57%
						0.00	0.00	94,400.00	0.00	94,400.00	63,651.70	30,748.30	0.00	32.57%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: HEALTH

Presenter: LORI KELLEY

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County Health Department is requesting approval of an additional appropriation of earned income and Long Acting Reversible Contraception (LARC) reimbursement in Futures Clinic Fund 8126.

Per the guidelines of the Title X grant "4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive."

A total of \$25.00 of earned income from March insurance claims needs to be appropriated. The department is requesting that the \$25.00 be appropriated to the account lines listed within this request. The department is also requesting \$3910.20 from the LARC reimbursement be appropriated. LARC reimbursement is a separate reimbursement from Title X.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: FUTURES CLINIC

[illegible]Page 2
Updated 4/2024

Acct	▲	▲	Loc Desc	▲	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpend	Encumbrance	Unexpend Pct
Fund Desc : Futures Clinic 93.217														
Fund : 8126														
Loc : 9624														
Loc Desc : 2024														
10071			2024		Nurse Practitioner/Adv Pr Nurs	1,064.95		0.00	20,199.65	21,264.60	28,352.80	(7,088.20)	0.00	(33.33%)
10187			2024		Clinic Manager	200.60		0.00	9,404.80	9,605.40	14,156.53	(4,551.13)	0.00	(47.38%)
10188			2024		Licensed Practical Nurse	202.40		0.00	10,208.00	10,410.40	14,039.20	(3,628.80)	0.00	(34.86%)
17601			2024		Longevity	200.00		0.00	0.00	200.00	200.00	0.00	0.00	0.00%
17801			2024		Part-Time	351.44		0.00	3,340.13	3,691.57	5,940.83	(2,249.26)	0.00	(60.93%)
18001			2024		FT Self Insurance	2,000.00		0.00	7,237.00	9,237.00	14,368.67	(5,131.67)	0.00	(55.56%)
18101			2024		FICA	411.57		0.00	2,933.69	3,345.26	5,931.42	(2,586.16)	0.00	(77.31%)
18201			2024		PERF	201.80		0.00	5,660.03	5,861.83	10,312.59	(4,450.76)	0.00	(75.93%)
20001			2024		Office Supplies	86.79		0.00	0.00	86.79	0.00	86.79	0.00	100.00%
20011			2024		Other Supplies	165.00		0.00	0.00	165.00	0.00	165.00	0.00	100.00%
21050			2024		Medical Supplies	1,429.67		0.00	1,533.70	2,963.37	2,431.20	532.17	0.00	17.96%
21112			2024		L.A.R.C.	279.04		0.00	8,428.78	8,707.82	8,653.31	54.51	0.00	0.63%
25190			2024		Medications	1,000.00		0.00	1,120.38	2,120.38	1,795.11	325.27	0.00	15.34%
38110			2024		Services & Charges	89.50		0.00	600.00	689.50	318.52	370.98	0.00	53.80%
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Highway Presenter: Lisa Ridge

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☒

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

We are requesting to transfer funds from the Traffic Signal Maintenance account line to the Equipment line for the purchase of a new CAT 308 Excavator. The current excavator that is used is 2018 and starting to require more maintenance needs.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request? No

Department: Highway

Fund Name: Local Road and Street

Fund Number: 1169 Location Number: 0000

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>23412</u>	<u>Traffic Signal Maintenance</u>	<u>\$ 160,000.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 160,000.00</u>

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>40001</u>	<u>Equipment</u>	<u>\$ 160,000.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 160,000.00</u>



May 14, 2024

MONROE COUNTY HIGHWAY DEPT
5900 W FOSTER CURRY DRIVE
Bloomington, Indiana 47403

Attn: Mike Baker

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) MacAllister Machinery

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2024 **SMU:**
(STD PKG) 308 AQ, CAB, LNG STK, STD BLD, QC, TRKS- RUB BELT **Started From Package No: 308**

AQ
Description: CAB A/C, STICK LONG, STD BLADE, 1ST AUX, HYD QC, TRACK- RUBBER BELT, CELLULAR PLE643

MACHINE SPECIFICATIONS

308 07A CR MHE DCA6D	637-9466522-6460 CAT KEY, WITH PASSCODE OPTION	522-6460
LANE 2 - AVAILABLE FROM ATHENS FACTORY	523-3993 INSTRUCTIONS, ANSI	523-3993
LANE 3 - AVAILABLE FROM ATHENS FACTORY	523-9613 INSTRUCTIONS, CANADA	
	538-2663 NO EXTRA COUNTERWEIGHT	538-2663
	541-4580 SEAT, MECH SUSP, FABRIC, CAB	541-4580
	557-1709 SOFTWARE, PROPORTIONAL CONTROL	
	557-1710 SOFTWARE, STICK STEER CONTROL	
	557-1711 SOFTWARE, 2 WAY CONTROL	
	557-1713 SOFTWARE, CODED START	
	562-3700 STD BLADE, STD U/C, RUBBER TRK	562-3700
	415-2556563-2071 STICK, LONG	563-2071
	510-6085568-1567 LINKAGE, BUCKET W/ LIFTING EYE	568-1567
	605-3340 EOU HOUSE SWING COVER, 8T	605-3340
	511-6177 NOTE: PLEASE REFER TO LANE 1 SECTION TO COMPLETE YOUR ORDER.	
	LANE 1 - AVAILABLE FROM ATHENS PDC	
	511-6235INTEGRATED RADIO	511-6219
	PACKING, LAST MILE PROGRAM	0P-4299
	514-8055PRODUCT LINK, CELLULAR PLE643	557-5123
	514-8067COUPLER, PG, HYDR.D.LOCK, 7-9T	485-5302
	516-1613THUMB, HYDRAULIC, 7-9T, LINK, PG	305-6745
	520-0778	

WARRANTY & COVERAGE

Standard Warranty: SSL CTL HEXMI Standard Warranty - 24 Months/2000 Hours Full Machine Premier Factory Warranty. *
All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during the entire warranty period.

LIST PRICE
REGULAR PRICE

\$196,518.00
\$165,928.00

Sourcewell Price

\$153,028.21

TOTAL NET PRICE

\$153,028.21

Thank you for your interest in MacAllister and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Randy Walls
Machine Sales Representative
Dealership
RandyWalls@MacAllister.com
812-345-3575

OPTIONS: ATTACHMENT OPTIONS

Components	Ref No.	Qty	Sell
CAT Components (Attachments)			
BUCKET-HD, 13", 3.5 FT3, 7T	305-6813	1	\$2,031.69
BUCKET-HD, 18", 5.4 FT3, 7T	295-5951	1	\$2,211.69
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952	1	\$2,448.92
BUCKET-HD, 30", 10.9 FT3, 7T	295-5953	1	\$2,699.08
BUCKET-HD, 36", 13.8 FT3, 7T	295-5954	1	\$2,967.69
BUCKET-DC, 48", 11.6 FT3, 7T	306-5664	1	\$3,198.46
BUCKET-DC, 60", 14.9 FT3, 7T	306-5660	1	\$3,718.15
BUCKET-GRADING, 59", 18.4FT3, 7T	388-9667	1	\$4,256.31
THUMB, HYDRAULIC, 7-9T, PG	620-7656	1	\$4,436.31
Other Components			
PINS		1	\$574.36
PINS		1	\$574.36

Acct	▲	▲	Loc Desc	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpended Balance	Encumbrance	Unexpended Pct
☐ Fund : 1169													
☐ Fund Desc : Local Road and Street													
☐ Loc : 0000													
☐ Loc Desc : No Department													
23300			No Department	Salt, Liquid Ca, De-icing Sand	0.00		320,000.00	0.00	320,000.00	176,454.64	143,545.36	0.00	44.86%
23400			No Department	Bituminous	0.00		300,000.00	500,000.00	800,000.00	0.00	800,000.00	0.00	100.00%
23412			No Department	Traffic Signal Maintenance	0.00		0.00	300,000.00	300,000.00	106,148.60	193,851.40	0.00	64.62%
30310			No Department	General Engineering Services	0.00		100,000.00	0.00	100,000.00	1,602.50	98,397.50	0.00	98.40%
31242			No Department	Master Thoroughfare	0.00		100,000.00	0.00	100,000.00	37,000.02	62,999.98	0.00	63.00%
40001			No Department	Equipment	0.00		200,000.00	0.00	200,000.00	1,396.00	198,604.00	0.00	99.30%
60100			No Department	Transfer Out Fund To Fund	0.00		0.00	0.00	0.00	350,000.00	(350,000.00)	0.00	0.00%
					0.00		1,020,000.00	800,000.00	1,820,000.00	672,601.76	1,147,398.24	0.00	63.04%
					0.00		1,020,000.00	800,000.00	1,820,000.00	672,601.76	1,147,398.24	0.00	63.04%
					0.00		1,020,000.00	800,000.00	1,820,000.00	672,601.76	1,147,398.24	0.00	63.04%
					0.00		1,020,000.00	800,000.00	1,820,000.00	672,601.76	1,147,398.24	0.00	63.04%
					0.00		1,020,000.00	800,000.00	1,820,000.00	672,601.76	1,147,398.24	0.00	63.04%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Courts Presenter: Lisa Abraham

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County CASA program has been awarded additional money through the State. All grant payments will be issued to Monroe County CASA via Monroe County as a pass through grant. The Courts are requesting Appropriation of the 2024 Matching Grant in the amount of \$9,475.00.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: GAL/CASA

[illegible]Page 2
Updated 4/2024

Cash Balance as of 05-29-2024: \$29,304.00

Acct	▲	Obj	▲	Carry Forward	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpended Balance	Unexpended Pct
<input type="checkbox"/> Fund : 1213											
<input type="checkbox"/> Loc : 0000											
38350		00000		0.00	0.00	83,738.00	0.00	83,738.00	41,869.50	41,868.50	50.00%
				0.00	0.00	83,738.00	0.00	83,738.00	41,869.50	41,868.50	50.00%
				0.00	0.00	83,738.00	0.00	83,738.00	41,869.50	41,868.50	50.00%
				0.00	0.00	83,738.00	0.00	83,738.00	41,869.50	41,868.50	50.00%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Highway Presenter: Lisa Ridge

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)



Creation of New Account Line(s) (pg. 2)



Additional Appropriation(s) (pg.2)



Category Transfer(s) (pg.3)



Fund to Fund Transfer (pg.4)



De-Appropriation of Account Line(s) (pg.5)



Salary Ordinance Amendment(s) (pg.6 and/or 7)



Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The department has been carrying forward a cash balance in this fund for many years. We are requesting to appropriate these leftover funds into a created line for bituminous to use the funds and eliminate the fund.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: Loit Distribution

[illegible]Page 2
Updated 4/2024



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Emergency Management Presenter: Justin Baker

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County Emergency Management Department was awarded the Building Resilient Infrastructure Grant back in 2022 to fund the Multi-Hazard Mitigation Plan. This plan is a requirement of the federal government in order to receive any federal assistance after a disaster. The grant award was for \$18,457. This funding is a multi-year grant, and we had a total of \$12,932.50 left prior to January 1, 2024. The department had some confusion on how to properly carry over the \$12,932.50 into 2024.

The department is asking for an additional appropriation of \$12,932.50 to continue funding the mitigation plan.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: Building Resilient Inf. Grant

[illegible]Page 2
Updated 4/2024

**FFY 2020 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES PROGRAM
SUBRECIPIENT GRANT AGREEMENT
BETWEEN
THE INDIANA DEPARTMENT OF HOMELAND SECURITY
AND
THE MONROE COUNTY EMERGENCY MANAGEMENT OFFICE**

Contract #0000000000000000000065812

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and the Monroe County Emergency Management Office (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the "Stafford Act"), 42 USC 5121 *et seq.*, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to States to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disaster strikes.

The State has been designated by FEMA as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Indiana and to provide technical assistance with the Building Resilient Infrastructure and Communities ("BRIC") Grant Program. The BRIC grant program is authorized by Section 203 of the Stafford Act (42 USC 5133).

The State has entered into a FEMA-State Agreement awarded to the State on February 7, 2022 under grant agreement EMC-2020-BR-038. The State is required by the FEMA-State Agreement to monitor and evaluate the implementation of mitigation projects and control the disbursement of BRIC grant funds from FEMA.

- 1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a sub-grant award to the Subrecipient from FEMA Federal Fiscal Year 2020 BRIC grant program funds for eligible costs of updating the Subrecipient's county mitigation plan or project (the "Project") more fully described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The State and FEMA have approved the Project along with any exceptions that have been made prior to signing this Grant Agreement.

The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

Federal Funds Program Name per Assistance Listing Number (ALN): Building Resilient Infrastructure and
Communities Grant Program
CFDA # 97.047
Federal NOFO # DHS-20-MT-047-00-99

- 2. Term.** This Grant Agreement commences on February 8, 2022 and shall remain in effect through February 7, 2025 (referred to as the "Termination Date" or "Obligation Deadline"). Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this grant. Any request for an extension must be submitted to the State at least ninety (90) days prior to the Termination Date. Requests for an extension will be evaluated by the State and FEMA and will not be approved automatically.

3. Amount of Subaward.

- A. The State shall pass-through federal funds and make a sub-award to the Subrecipient in the amount not to exceed **\$18,457.00**.

The Total Project costs and match requirements are as follows:

BRIC Sub-award Amount	\$18,457.00
Local Cost Share Provided by Subrecipient	\$6163.00
Total approved Project cost	\$24,620.00

- B. The Subrecipient must provide the necessary local cost share (25%) as required by 2 CFR 200.306.
- C. The Subrecipient shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- D. The disbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these grant funds and that the information set forth in its grant application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.
- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project.
- B. When applicable, the Subrecipient shall follow 2 CFR 200.318 General Procurement Standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State

law.

1. The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
 2. The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
 3. All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
 4. The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- C. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- D. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a Grant Adjustment Notice (GAN) to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project or Grant Proposal without first receiving approval of the GAN request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Proposal, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- E. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. Quarterly reports are due: April 15, July 15, October 15, and January 15 of each year. If this date falls on a weekend then the quarterly report is due on the following Monday.
- 6. Requirements Applicable to Property/Equipment Purchased Using Grant Funds.** For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:
- A. Maintain records that include the following:
1. A description of the property;
 2. Manufacturer's model number;
 3. Manufacturer's serial number or other identification number;
 4. Vendor or other source of the property;
 5. Identification of the title holder of the property;
 6. Acquisition date;
 7. State Contract number of the Agreement which provided the funding;
 8. Cost of the property;
 9. Physical location of the property;
 10. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 11. Use of the property;

12. Condition of the property; and
13. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.

- B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.
- C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
 1. The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
 2. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 3. Personal use of the equipment is not permitted.
 4. The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".
- G. If a Subrecipient fails to comply with any part of this provision the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Requests for Expenditures/Payment of Claims.

- A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the

Indiana Auditor of State.

- B. Requests for payment will be processed only upon presentation to the State of a Request for Expenditure ("RFE" or otherwise known as a "Reimbursement Request") with supporting documentation. Such RFEs must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
 - C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this grant. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
 - D. An RFE shall be submitted to the State following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. RFEs may be submitted on a monthly basis. **If Grant funds have been advanced and are unexpended at the time that the final RFE is submitted after the Obligation Deadline then all such unexpended grant funds must be returned to the State.**
 - E. Each RFE must be submitted with accompanying supportive documentation as designated by the State. An RFE submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this grant.
 - F. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- 8. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Subrecipient's grant application and the terms and conditions of the Grant Agreement;
 - B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in the Subrecipient's grant application and that unpaid costs have been properly accrued;
 - C. that the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are

fully and accurately reflected in Project reports submitted to the State.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. The Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. The Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*
- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

10. Compliance with Laws.

- A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this grant immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s)

is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

- D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - 1) The Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Subrecipient will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.
 - 2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this grant by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at

the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

- 12. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

- 13. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. The Subrecipient has enrolled and is participating in the E-Verify program;
- B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Subrecipient does not knowingly employ an unauthorized alien.
- D. The Subrecipient shall require its contractors who perform work under this Grant Agreement to

certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- 14. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 15. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 16. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.
- 17. Insurance.** The Subrecipient shall maintain insurance with coverages and in such amounts as may be required by the State or as provided in its grant application.
- 18. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

- 19. Notice to Parties.** Whenever any notice, statement or other communication is required under this grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Department of Homeland Security, Mitigation Program
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: mitigation@dhs.in.gov

Subject Line should read: "County Plan Update for [enter Subrecipient county name]"

B. Notices to the Subrecipient shall be sent to:

Justin Lee Baker
Deputy Director
5850 West Foster Curry Drive
Bloomington, Indiana 47403
Phone: 812-325-4321
Email: justinbaker@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Subrecipient shall be made via electronic funds transfer in accordance with instructions filed by the Subrecipient with the Indiana Auditor of State.

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 27, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, and (4) the Subrecipient's Grant Application on file through FEMA's e-Grants system. All of the foregoing are incorporated fully herein by reference.

21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant Agreement shall not be considered an act of the State.

22. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this grant.

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

26. Severability. The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

27. Survival. Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration

or termination in accordance with their terms.

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and attached as **Exhibit B** and incorporated fully herein. The Subrecipient shall comply with the applicable provisions of the following federal documents:

- A. The US Department of Homeland Security FFY 2020 BRIC Notice of Funding Opportunity ("FFY 2020 BRIC NOFO") Guidance (DHS-20-MT-047-00-99) which is available from the State upon request. This FFY 2020 BRIC NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the requirements contained in the FFY 2020 BRIC NOFO.
- B. The FEMA Mitigation Assistance: Building Resilient Infrastructure and Communities policy dated February 14, 2022, available at the following website:
https://www.fema.gov/sites/default/files/documents/fema_bric-policy-fp-008-05_program_policy.pdf
- C. FY 2020 Department of Homeland Security Standard Terms and Conditions.

29. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

30. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 *SCM Template*) in any way except as follows:

- A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
- B. Paragraph 2, Term, has been modified.
- C. Paragraph 3, Amount of Subaward, has been added.
- D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- E. Paragraph 5, Implementation of and Reporting on the Project has been modified.
- F. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
- G. Paragraph 7, Requests for Expenditures/Payment of Claims, has been modified.
- H. Paragraph 8, Project Monitoring by the State, has been modified.
- I. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- J. Paragraph 11, Debarment and Suspension, has been modified.
- K. Paragraph 16, Information Technology Accessibility Standards, has been modified.
- L. Paragraph 20, Order of Precedence; Incorporation by Reference, has been modified.
- M. Paragraph 21, Public Record, has been modified.
- N. Paragraph 23, Termination for Convenience, has been modified.
- O. Paragraph 25, Remedies Not Impaired, has been added.
- P. Paragraph 26, Severability, has been added.
- Q. Paragraph 27, Survival, has been added.
- R. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Subrecipient and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

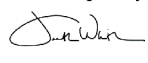
Monroe County Emergency Management Office

DocuSigned by:
By: 
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Title: Director

Date: 8/23/2022 | 12:06 EDT

Indiana Department of Homeland Security

DocuSigned by:
By: 
19E1B5F3E0F8408...

Title: General Counsel

Date: 8/24/2022 | 11:11 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

EXHIBIT A – Project Scope

Scope of Work Template Multi Hazard Mitigation Plans

A Multi-Hazard Mitigation Plan will be developed for each county using the most recent mapping data, modeling data and local community records. The priority start date of each county plan will be developed with IDHS. The plans will be developed as follows:

Milestone 1: Organize planning team and hold kick off meeting (1-2 month)

- a. Identify team members
- b. Address mandates for plan
- c. Review local demographic, climatologic, topographic overview information for county and local communities to create community profile
- d. Update critical facilities, structures, etc. Include bridges, government owned buildings, schools, medical facilities, major business and industry, etc.
- e. Gather data for critical facilities-replacement costs, location, numbers of people within, impact if not present, etc.

Milestone 2: Planning meeting 2 (Month 2)

- a. Review draft of demographic, climatologic, topographic and general opening statements for plan
- b. Update historic hazard information and documentation
- c. Prioritize hazards

Milestone 3: Prepare Risk information for dissemination (Month 4)

- a. Update HAZUS-MH databases
- b. As needed, Run HAZUS-MH models and GIS Overview

Milestone 4: Planning team Meeting 3 (Month 5)

- a. Host public meeting to discuss hazards and challenges facing community
- b. Solicit public input into development of goals for plan and community priorities

Milestone 5: Review of Draft and edits. (Month 7)

- a. Prepare final draft of plan for submission to IDHS for review
- b. Prepare MHMP Crosswalk
- c. Submit Plan for State review

Milestone 6: Review at Region (Month 8)

- a. Submit plan to FEMA for review
- b. Edit and requested changes or make additions as required by FEMA
- c. Resubmit for review and interim approval

Milestone 7: Meets Requirement now Adoption (Month 10)

- a. Create a county resolution for adoption of plan for county
- b. Create city and town resolutions for adoption by incorporated cities and towns.

Milestone 8: Closeout (Month 12)

- a. Grant Close Out

** Time frames are subject change due to delays in planning process. Local PM will notify IDHS Mitigation Project Managers with any delays and to request any extensions.

EXHIBIT B - Federal Requirements

The Subrecipient agrees to comply with all of the following requirements as listed below.

1. Federal Regulations: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall comply with the administrative and audit requirements and cost principles under 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted at 2 CFR §3002. Some of these federal regulatory requirements are as follows:

A. Federal Procurement and Contracting Requirements. [2 CFR § 200, Subpart D, 2 CFR § 200.318 through 200.327]

In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR §200, Subpart D, 2 CFR §§ 200.318 through 200.327.

As required by 2 CFR § 200.326, in addition to all other provisions required by the US Department of Homeland Security and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

Subrecipients shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

B. Conflicts of Interest. [2 CFR § 200.318 and FFY 2020 BRIC NOFO]

As required by 2 CFR § 200.318(c)(1), the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

In addition, as required under the Federal Emergency Management Agency standard terms and conditions, conflicts of interest may arise during the process of US DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or US DHS/FEMA employee.

The Subrecipient must disclose to FEMA in writing any real or potential conflict of interest, as defined by the Federal, State, local, or tribal statutes or regulations or their own existing policies that arise during the administration of the Federal award. The Subrecipient must disclose any real or potential conflicts to the Federal Approving Official within 15 days of learning of the conflict of interest. Similarly, Subrecipients must disclose any real or potential conflict of interest to the State as required by the State's conflict of interest policies or any applicable State, local, or tribal statutes or regulations. This requirement starts when the application period opens, continues during the entire period of performance, and ends when the last audit is completed.

C. Mandatory Disclosures. [2 CFR § 200.113]

As required by 2 CFR § 200.113, the Subrecipient must disclose, in a timely manner, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Failure to make required disclosures can result in any of the remedies described in § 200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR § 180 and 31 USC § 3321).

2. Federal Award Requirements.

A. Prohibition on Using Federal Funds.

The Subrecipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA. Nor can the Subrecipient use Federal funds to sue the Federal Government or any other government entity. The Subrecipient shall not utilize the funds as matching funds for any other Federal award.

B. Construction Project Requirements.

- 1) Acceptance of Federal funding requires FEMA, the State, and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
- 2) Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- 3) Any change to the approved scope of work will require re-evaluation by FEMA for State and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
- 4) If ground disturbing activities occur during construction, the State and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

C. Equipment.

For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Grant Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313, including but not limited to the following:

- 1) As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
- 2) The Subrecipient must use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
- 3) The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
- 4) The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- 5) When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- 6) Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

D. Funds Transfer.

Any cost allocable to a particular Federal award provided for in 2 CFR § 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards. Subrecipient's must receive approval from FEMA and the State should the Subrecipient wish to use two funding sources for one program.

E. Insurance.

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

F. Duplication of Programs.

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the State or Subrecipient's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

G. Duplication of Benefits.

Federal funds cannot duplicate or be duplicated by funds received by or available to the State, the Subrecipient or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HSGP programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HSGP does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation,

such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of funds.

H. Reporting Executive Compensation.

Unless the Subrecipient had a gross income from all sources of under \$300,000 in the previous tax year, the Subrecipient must report to the State, the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year if in the Subrecipient's preceding fiscal year, the Subrecipient received:

- 1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- 2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards).

By the end of the month following the month that this Grant Agreement is fully executed, the Subrecipient must report to the State this Subrecipient executive total compensation described above. The Subrecipient can obtain additional information and guidance regarding this requirement from the State.

I. Acceptance of Post-Award Changes.

In the event FEMA determines that changes are necessary to the federal award document after an award has been made, including changes to period of performance or terms and conditions, the Subrecipient will be notified of these changes in writing. Once notification has been made, any subsequent request for funds under this Grant Agreement will indicate the Subrecipient's acceptance of the changes to the award.

J. Refund, Rebate, Credits.

The Subrecipient shall transfer to the State, which will transfer to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Grant Agreement, along with accrued interest, if any. The Subrecipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the State and FEMA in any claim or suit in connection with amounts due.

3. United States Department of Homeland Security Standard Administrative Terms and Conditions.

The US FFY 2020 BRIC NOFO for this Grant Award requires compliance with the US DHS Standard Administrative Terms and Conditions. Though not exhaustive, the Subrecipient shall comply with the following such conditions:

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

US DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances

in these documents may not be applicable to your program, and the US DHS financial assistance office (US DHS FAO) may require Subrecipients to certify additional assurances. Subrecipients are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the US DHS FAO if you have any questions. US DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by US DHS at 2 C.F.R. Part 3002. By accepting this Grant Agreement, the Subrecipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the Subrecipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. US DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing US DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by US DHS. 2. Subrecipients must give US DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by US DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

C. Acknowledgment of Federal Funding from US DHS.

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

D. Activities Conducted Abroad.

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

E. Age Discrimination Act of 1975.

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, US Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

F. Americans with Disabilities Act of 1990.

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

G. Best Practices for Collection and Use of Personally Identifiable Information.

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. US DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the US DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, as useful resources respectively.

H. Civil Rights Act of 1964 – Title VI.

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. US DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

I. Civil Rights Act of 1968.

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the US Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D).

J. Copyright.

Subrecipients must affix the applicable copyright notices of 17 USC §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including federal award number) to any work first produced under federal financial assistance awards.

K. Debarment and Suspension.

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by US DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

L. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

M. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R.

Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

N. Education Amendment of 1972 (Equal Opportunity in Education Act – Title IX).

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. US DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

O. Energy Policy and Conservation Act.

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

P. False Claims Act and Program Fraud Civil Remedies.

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payments to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Q. Federal Debt Status.

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

R. Federal Leadership on Reducing Text Messaging while Driving.

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

S. Fly America Act of 1974.

Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

T. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in

whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. §2225.)

U. Limited English Proficiency. (Civil Rights Act of 1964, Title VI).

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the US DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

V. Lobbying Prohibitions.

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

W. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

It is US DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by US DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

Y. Non-Supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through nonfederal sources.

Z. Notice of Funding Opportunity Requirements.

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

AA. Patents and Intellectual Property Rights.

Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

BB. Procurement of Recovered Materials.

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

CC. Rehabilitation Act of 1973.

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

DD. Reporting of Matters Related to Subrecipient Integrity and Performance.

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

EE. Reporting Subawards and Executive Compensation.

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

FF. SAFECOM.

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

GG. Terrorist Financing.

Subrecipients must comply with E.O. 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

HH. Trafficking Victims Protection Act of 2000 (TVPA).

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

II. Universal Identified and System of Award Management.

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

JJ. USA Patriot Act of 2001.

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.

KK. Use of US DHS Seal, Logo, and Flags.

Subrecipients must obtain US DHS's approval prior to using the US DHS seal(s), logos, crests or reproductions of flags or likenesses of US DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LL. Whistleblower Protection Act.

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

MM. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

NN. Environmental Planning and Historic Preservation (EHP) Review.

US DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires Subrecipients to comply with all federal, state, and local laws. US DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by US DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the US DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, US DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, the Subrecipient will monitor ground disturbance, and if any potential

archeological resources are discovered, the Subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and US DHS/FEMA.

OO. Changes to Title 2, Code of Federal Regulations.

The references in the FY 2020 BRIC NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>. The FY 2020 BRIC NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 BRIC NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 BRIC NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at <https://www.fema.gov/grants/guidance-tools/2-cfr-2020>.

PP. Construction Project Requirements.

1. Acceptance of Federal funding requires the Subrecipient to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. 2. Any change to the approved scope of work will require re-evaluation by FEMA for Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders. 3. If ground disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance and, if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

QQ. Copyright and Data Rights.

The Subrecipient is free to copyright any original work developed in the course of or under this Grant Agreement. The Subrecipient acknowledges that US DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authority others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a Subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The Subrecipient acknowledges that US DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to do so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.

RR. Remedies not noncompliance and Enforcement.

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

SS. Insurance.

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

TT. HMA Duplication of Benefits.

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Subrecipients from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

UU. Additional Non-Discrimination Requirements.

Subrecipients will ensure that no discrimination is practiced. Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

VV. Changes in Scope of Work.

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

WW. Recoupment of Funds.

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

XX. Reporting of Fraud.

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG).

YY. Record Retention.

Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).

4. Federal Assurances.

As the duly authorized representative of the Subrecipient, the authorized signer certifies that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Hatch Act (5 USC §§ 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- D. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327- 333), regarding labor standards for federally-assisted construction subagreements.
- E. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93- 205).
- F. Will comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to US DHS grants are listed below:
 - 1) Administrative Requirements:
 - a) Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") and US DHS regulations at 44 CFR § 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
 - 2) Cost Principles. The cost principles applicable to this grant originate from one of the following sources:
 - a) OMB Circular A-21, Cost Principles for Educational Institutions.
 - b) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - c) OMB Circular A-122, Cost Principles for Non-Profit Organizations.
 - 3) Audit Requirements. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- G. Will assist the awarding agency in assuring compliance with Section 106 of the National

Historic Preservation Act of 1966, as amended (16 USC § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-l et seq.). Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

- H. Will comply, if applicable, with all EHP laws and with 44 CFR Part 10 (or FEMA Directive Number: FD 108-1, Environmental and Historic Preservation Planning, Responsibilities and Program Requirements). If applicable to the Subrecipient's Project, the Subrecipient shall also complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State.
- I. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT C – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

**Monroe County Board of Commissioners Agenda Request Form**

Date to be heard 09/07/22

Formal ☒Work session ☐

Department Emergency Management

Title to appear on Agenda: Acceptance of the Monroe County
Multi-Hazard Mitigation Plan Update with
Christopher Burkes.

Vendor #

Executive Summary:

The Monroe County Emergency Management Office is seeking approval to use Christopher Burke, an engineering consulting company out of Indianapolis, Indiana, as our contractor for our Multi-Hazard Mitigation Plan update. Our current plan is set to expire in September of 2023. This new update will take the place of that old plan that was completed by the Indiana University Polis Center. A funding agreement has been executed by the Indiana Department of Homeland Security with a match agreement between the State and our agency. This plan is a requirement by FEMA in order to receive any type of federal funding or assistance after a disaster.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Justin Baker

Speaker(s) for Zoom purposes:

Name(s)

Justin Baker

Phone Number(s)

812-325-4321

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Baker, Lee



April 26, 2022

Justin Baker
Monroe County EMA
5850 W. Foster Curry Dr.
Bloomington, IN 47403

Subject: **Monroe County Multi-hazard Mitigation Plan Update
Professional Services Proposal**

Dear Mr. Baker:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional services related to updating Monroe County's multi-hazard mitigation plan. The following is our understanding of the assignment, scope of services, schedule, and fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Burke's services are needed to update Monroe County's MHMP. This update is needed to maintain compliance with the requirement of the Disaster Mitigation Act of 2000 that local jurisdictions update their plans every five years to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The updated plan must be approved by the Federal Emergency Management Agency to maintain eligibility for FEMA hazard mitigation assistance programs. The updated MHMP, once approved by FEMA and adopted locally, will meet DMA 2000 requirements for Monroe County, the city of Bloomington, and the towns of Ellettsville and Stinesville.

SCOPE OF SERVICES

Task 1 – Planning Meetings: Burke will facilitate up to two meetings with critical staff to identify, as applicable, changes in development, progress in local mitigation efforts, and changes in priorities. The EMA will select and invite individuals from Monroe County, the city of Bloomington, and the towns of Ellettsville and Stinesville to participate in the MHMP update process. Burke will prepare and distribute meeting agendas, worksheets, and summaries.

Task 2 – Critical Facilities and Critical Infrastructure Review: Burke will review the list of critical facilities and critical infrastructure from the previous MHMP and update this information based on input from the EMA. Where available, the EMA will provide the replacement cost and number of people impacted by individual critical facilities and critical infrastructure. If this data is not available, Burke will use national data to update the vulnerability assessment and prioritization of mitigation practices, as applicable.

Task 3 – Hazard Research and Risk Assessment: Burke will research relevant and available historic hazard data to identify whether there have been changes in vulnerability in terms of number and type of structures and repetitive loss of properties (flood only). If changes in hazards are identified, Burke will use risk assessment modeling software and GIS-based analysis to determine vulnerability and predict potential losses from hazard events. The following hazards may be included in this update: dam/levee failure; drought; earthquake; extreme temperature; fire; flood; ground failure; hazardous materials incident; thunderstorm; tornado; and winter storm. After completing the risk assessment, Burke will facilitate a planning committee meeting to review the results of the hazard research and risk assessment, and to rank the hazards.

Task 4 – Identification of Mitigation Practices: Burke will revisit the mitigation practices from the previous MHMP to evaluate their effectiveness in reducing social, physical, and economic losses. We will facilitate a planning committee meeting to review and prioritize the list of mitigation practices.

Task 5 – Plan Update: Burke will update applicable sections of the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The draft MHMP update will be posted on a shared file site for the planning committee to review.

Task 6 – Public Participation: Burke will work with the EMA to identify appropriate methods of engaging the public which may include social media, academia and major employers, media releases, and posting the draft plan to municipal websites. The EMA will review public comments prior to being incorporated into the draft MHMP update.

Task 7 – Plan Submittal to IDHS and FEMA: Burke will complete FEMA's MHMP crosswalk prior to submitting the final draft MHMP update to the Indiana Department of Homeland Security and FEMA for review and conditional approval. We will monitor IDHS and FEMA review progress and incorporate required revisions into the final MHMP.

Task 8 - Local Adoption of the Plan: It is anticipated that the EMA and the planning committee members from each community will lead the process of local adoption of the updated MHMP.

SCHEDULE

Burke estimates that a full draft will be submitted to FEMA within nine months of receiving a notice to proceed.

FEE

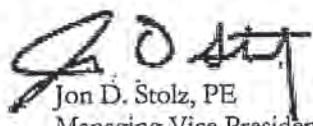
Our fee for completing this project is \$18,457. We will provide the services listed on a fixed fee basis and we will bill you monthly based on our estimate of the percent complete for the project. In addition, our contract will be established in accordance with the attached general terms and conditions which are expressly incorporated into and are an integral part of this contract for professional services. Requested additional meetings or additional services not included in the scope of services will be billed as extra work at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.


Burke affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Heather Buck at the number listed above if you have any questions.

Sincerely,


Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND
GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY MONROE COUNTY:

Signature: 
Name (Printed): Julie Thomas
Title: Commissioner
Date: 9/8/2022

Enclosures: Standard Charges for Professional Services
General Terms and Conditions



Christopher B. Burke Engineering, LLC

Standard Charges for Professional Services, January 2022

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	210
Engineer IV.....	175
Engineer III.....	155
Engineer I/II.....	113
Resource Planner V.....	175
Resource Planner IV.....	150
Resource Planner III.....	130
Resource Planner I/II.....	105
Engineering Technician IV.....	165
Engineering Technician III.....	139
Engineering Technician I/II.....	105
CAD II.....	130
CAD I.....	107
GIS Specialist IV.....	160
GIS Specialist III.....	150
GIS Specialist I/II.....	100
Environmental Resource Specialist V.....	175
Environmental Resource Specialist IV.....	145
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	100
Administrative.....	85
Engineering Intern.....	60
Information Technician I/II.....	85

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2022.



1. **Relationship between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered in into any joint venture or partnership with the other. Engineer shall set its own working hours and conditions, provide its own working facilities, and generally, manage its own work. The Engineer shall not be considered to be the agent of the Client. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Engineer shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Engineer's employees. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, cause of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Upon receipt of a written termination notice, the Engineer shall cease all work under the Agreement except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under the contract. Engineer shall then render a final billing to Client, based on work actually performed, and the Client shall pay that bill in accordance with the payment procedures of this Agreement. There shall be no penalty for termination for the convenience of Client pursuant to this section. Upon termination of the Agreement, Engineer shall promptly deliver all documents and materials that were prepared under this Agreement prior to termination to Client.

5. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be considered "work for hire" and shall be delivered to the Client. The Engineer transfers any ownership claim to the Client and all such materials will be the property of the Client. Engineer shall have the right to retain copies of all Project Documents and drawings for its files. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Unless otherwise specified in writing by Client, Engineer may presume that any paper, electronic, or other document delivered to Client is a public record.
6. **Standard of Practice:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
7. **Compliance with Laws:** The Engineer will comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

The Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the Project Documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

8. **Indemnification/Insurance:** Engineer shall, indemnify, and hold harmless the Client, its officers, agents, and employees, from reasonable claims, demands, damages, costs, expenses, or other liability to the proportionate extent that those damages arise out of the Engineer's negligent acts or omissions or any willful misconduct on the part of the Engineer or its agents, or employees, or subcontractors directly responsible to it, including those losses that are covered by insurance, except that the above shall not apply to the negligence or willful misconduct of the Client, the Client's officers, agents, or employees. This indemnification provision shall apply even if there is concurrent or joint negligence of the Engineer and the Client and/or the Client's officers, agents, or employees.

During the performance of any and all services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

- A. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- B. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate; and,
- D. Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana and shall contain waivers of subrogation. The Client, its officers, agents, and

employees shall be named as insured under the commercial general liability, automotive, and professional liability insurance policies and those policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the Client will be called upon to contribute to a loss hereunder.

Engineer shall provide evidence of each insurance policy to the Client prior to the commencement of work under the Agreement. The Client shall be given thirty days, unqualified written notice prior to any cancellation thereof. Approval of the insurance by the Client shall not relieve or decrease the extent to which Engineer may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. Engineer's failure or refusal to procure or maintain the required insurance coverage or to provide the Client with proof of the required coverage shall be deemed a material breach of this Agreement.

9. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the contractor(s) method of determining process, or over competitive bidding or market conditions, its opinions of probable Project construction cost provided for herein are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by it. If prior to the bidding or negotiation phase, Client wishes greater accuracy as to the construction cost, the Client shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
10. **Governing Law & Dispute Resolution:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 9 of this Agreement, together with the laws of the State of Indiana.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by informal negotiation.
11. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
12. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
13. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth or incorporated herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter thereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

14. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
15. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
16. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
17. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property as necessary for Engineer to fulfill its obligations under this Agreement, including the preparation of applications for any permits and approvals within the scope of this Agreement. All necessary approvals and permits required from all governmental authorities having jurisdiction over the Project and not included within the scope of this Agreement, may be obtained by the Client or may be obtained by the Engineer under an Amendment to the Agreement.
19. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party. Contact information, including email addresses for each authorized representative shall be exchanged in a timely manner.
20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or other such address as either party shall hereafter furnish to the other party by written notice as herein provided. A copy of the notice or designation shall be emailed to the receiving party's authorized representative contemporaneously with the mailing of the notice or designation.
21. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.
22. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for

any costs or damages as a result of such suspension caused by any breach of the Agreement by the Client.

23. **Nondiscrimination:** Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Engineer covenants that it will not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Engineer certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
24. **Maintaining a Drug-Free Workplace:** The Engineer hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Engineer will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Engineer in Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the Client for up to three (3) years.
25. **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Engineer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she or any of them, have not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Contract.
26. **E-Verify Affidavit:** As required by Ind.Code 22-5-1.7-11, the Engineer is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Engineer who is properly authorized to make this affirmation on behalf of the Engineer, and that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that the Engineer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
27. **Authority to Bind Engineer:** The signatory for the Engineer represents that he/she has been duly authorized to execute this Agreement on behalf of the Engineer and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Engineer when his/her signature is affixed, and accepted by the Client.

February 23, 2010-INDIANA

Modified for Monroe County, April 30, 2021

**FFY 2020 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES PROGRAM
SUBRECIPIENT GRANT AGREEMENT**

BETWEEN

**THE INDIANA DEPARTMENT OF HOMELAND SECURITY
AND
THE MONROE COUNTY EMERGENCY MANAGEMENT OFFICE**

Contract #0000000000000000000065812

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and the Monroe County Emergency Management Office (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the "Stafford Act"), 42 USC 5121 *et seq.*, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to States to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disaster strikes.

The State has been designated by FEMA as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Indiana and to provide technical assistance with the Building Resilient Infrastructure and Communities ("BRIC") Grant Program. The BRIC grant program is authorized by Section 203 of the Stafford Act (42 USC 5133).

The State has entered into a FEMA-State Agreement awarded to the State on February 7, 2022 under grant agreement EMC-2020-BR-038. The State is required by the FEMA-State Agreement to monitor and evaluate the implementation of mitigation projects and control the disbursement of BRIC grant funds from FEMA.

- 1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a sub-grant award to the Subrecipient from FEMA Federal Fiscal Year 2020 BRIC grant program funds for eligible costs of updating the Subrecipient's county mitigation plan or project (the "Project") more fully described in Exhibit A of this Grant Agreement, which is incorporated fully herein. The State and FEMA have approved the Project along with any exceptions that have been made prior to signing this Grant Agreement.

The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

Federal Funds Program Name per Assistance Listing Number (ALN): Building Resilient Infrastructure and Communities Grant Program

CFDA # 97.047

Federal NOFO # DHS-20-MT-047-00-99

- 2. Term.** This Grant Agreement commences on February 8, 2022 and shall remain in effect through February 7, 2025 (referred to as the "Termination Date" or "Obligation Deadline"). Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this grant. Any request for an extension must be submitted to the State at least ninety (90) days prior to the Termination Date. Requests for an extension will be evaluated by the State and FEMA and will not be approved automatically.

3. Amount of Subaward.

- A. The State shall pass-through federal funds and make a sub-award to the Subrecipient in the amount not to exceed \$18,457.00.

The Total Project costs and match requirements are as follows:

BRIC Sub-award Amount	\$18,457.00
Local Cost Share Provided by Subrecipient	\$6163.00
Total approved Project cost	\$24,620.00

- B. The Subrecipient must provide the necessary local cost share (25%) as required by 2 CFR 200.306.
- C. The Subrecipient shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- D. The disbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these grant funds and that the information set forth in its grant application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.
- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project.
- B. When applicable, the Subrecipient shall follow 2 CFR 200.318 General Procurement Standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State

law.

1. The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
 2. The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
 3. All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
 4. The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- C. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- D. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a Grant Adjustment Notice (GAN) to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project or Grant Proposal without first receiving approval of the GAN request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Proposal, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- E. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. Quarterly reports are due: April 15, July 15, October 15, and January 15 of each year. If this date falls on a weekend then the quarterly report is due on the following Monday.
6. **Requirements Applicable to Property/Equipment Purchased Using Grant Funds.** For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:
- A. Maintain records that include the following:
1. A description of the property;
 2. Manufacturer's model number;
 3. Manufacturer's serial number or other identification number;
 4. Vendor or other source of the property;
 5. Identification of the title holder of the property;
 6. Acquisition date;
 7. State Contract number of the Agreement which provided the funding;
 8. Cost of the property;
 9. Physical location of the property;
 10. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 11. Use of the property;

12. Condition of the property; and
13. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.

- B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.
- C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
 1. The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
 2. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 3. Personal use of the equipment is not permitted.
 4. The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".
- G. If a Subrecipient fails to comply with any part of this provision the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Requests for Expenditures/Payment of Claims.

- A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the

Indiana Auditor of State.

- B. Requests for payment will be processed only upon presentation to the State of a Request for Expenditure ("RFE" or otherwise known as a "Reimbursement Request") with supporting documentation. Such RFEs must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
 - C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this grant. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
 - D. An RFE shall be submitted to the State following the end of the quarter in which work on or for the Project was performed. The State has the discretion and reserves the right to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. RFEs may be submitted on a monthly basis. **If Grant funds have been advanced and are unexpended at the time that the final RFE is submitted after the Obligation Deadline then all such unexpended grant funds must be returned to the State.**
 - E. Each RFE must be submitted with accompanying supportive documentation as designated by the State. An RFE submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this grant.
 - F. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
8. **Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Subrecipient's grant application and the terms and conditions of the Grant Agreement;
 - B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in the Subrecipient's grant application and that unpaid costs have been properly accrued;
 - C. that the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are

fully and accurately reflected in Project reports submitted to the State.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. The Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. The Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*
- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

10. Compliance with Laws.

- A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this grant immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s)

is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

- D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - 1) The Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Subrecipient will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.
 - 2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this grant by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at

the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

- 12. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
 - B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
 - C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
 - D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
 - E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.
- 13. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:
- A. The Subrecipient has enrolled and is participating in the E-Verify program;
 - B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
 - C. The Subrecipient does not knowingly employ an unauthorized alien.
 - D. The Subrecipient shall require its contractors who perform work under this Grant Agreement to

certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

14. **Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
15. **Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
16. **Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.
17. **Insurance.** The Subrecipient shall maintain insurance with coverages and in such amounts as may be required by the State or as provided in its grant application.
18. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

19. **Notice to Parties.** Whenever any notice, statement or other communication is required under this grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Department of Homeland Security, Mitigation Program
302 West Washington Street, Room E208
Indianapolis, Indiana 46204

E-mail: mitigation@dhs.in.gov

Subject Line should read: "County Plan Update for [enter Subrecipient county name]"

B. Notices to the Subrecipient shall be sent to:

Justin Lee Baker
Deputy Director
5850 West Foster Curry Drive
Bloomington, Indiana 47403
Phone: 812-325-4321
Email: justinbaker@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Subrecipient shall be made via electronic funds transfer in accordance with instructions filed by the Subrecipient with the Indiana Auditor of State.

- 20. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 27, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, and (4) the Subrecipient's Grant Application on file through FEMA's e-Grants system. All of the foregoing are incorporated fully herein by reference.
- 21. Public Record.** The Subrecipient acknowledges that the State will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant Agreement shall not be considered an act of the State.
- 22. Termination for Breach.**
- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
 - B. The expenditure of State or federal funds other than in conformance with the Project or the budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.
- 23. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.
- 24. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this grant.
- 25. Remedies Not Impaired.** No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.
- 26. Severability.** The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.
- 27. Survival.** Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration

or termination in accordance with their terms.

- 28. Federal and State Third-Party Contract Provisions.** This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and attached as **Exhibit B** and incorporated fully herein. The Subrecipient shall comply with the applicable provisions of the following federal documents:

- A. The US Department of Homeland Security FFY 2020 BRIC Notice of Funding Opportunity ("FFY 2020 BRIC NOFO") Guidance (DHS-20-MT-047-00-99) which is available from the State upon request. This FFY 2020 BRIC NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the requirements contained in the FFY 2020 BRIC NOFO.
- B. The FEMA Mitigation Assistance: Building Resilient Infrastructure and Communities policy dated February 14, 2022, available at the following website:
https://www.fema.gov/sites/default/files/documents/fema_bric-policy-fp-008-05_program_policy.pdf
- C. FY 2020 Department of Homeland Security Standard Terms and Conditions.

- 29. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

- 30. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 *SCM Template*) in any way except as follows:

- A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
- B. Paragraph 2, Term, has been modified.
- C. Paragraph 3, Amount of Subaward, has been added.
- D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- E. Paragraph 5, Implementation of and Reporting on the Project has been modified.
- F. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
- G. Paragraph 7, Requests for Expenditures/Payment of Claims, has been modified.
- H. Paragraph 8, Project Monitoring by the State, has been modified.
- I. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- J. Paragraph 11, Debarment and Suspension, has been modified.
- K. Paragraph 16, Information Technology Accessibility Standards, has been modified.
- L. Paragraph 20, Order of Precedence; Incorporation by Reference, has been modified.
- M. Paragraph 21, Public Record, has been modified.
- N. Paragraph 23, Termination for Convenience, has been modified.
- O. Paragraph 25, Remedies Not Impaired, has been added.
- P. Paragraph 26, Severability, has been added.
- Q. Paragraph 27, Survival, has been added.
- R. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Subrecipient and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

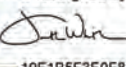
Monroe County Emergency Management Office

By: 
5FFB1B044CC547B...

Title: Director

Date: 8/23/2022 | 12:06 EDT

Indiana Department of Homeland Security

By: 
19E1B5F3E0F840B...

Title: General Counsel

Date: 8/24/2022 | 11:11 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

EXHIBIT A – Project Scope

Scope of Work Template Multi Hazard Mitigation Plans

A Multi-Hazard Mitigation Plan will be developed for each county using the most recent mapping data, modeling data and local community records. The priority start date of each county plan will be developed with IDHS. The plans will be developed as follows:

Milestone 1: Organize planning team and hold kick off meeting (1-2 month)

- a. Identify team members
- b. Address mandates for plan
- c. Review local demographic, climatologic, topographic overview information for county and local communities to create community profile
- d. Update critical facilities, structures, etc. Include bridges, government owned buildings, schools, medical facilities, major business and industry, etc.
- e. Gather data for critical facilities-replacement costs, location, numbers of people within, impact if not present, etc.

Milestone 2: Planning meeting 2 (Month 2)

- a. Review draft of demographic, climatologic, topographic and general opening statements for plan
- b. Update historic hazard information and documentation
- c. Prioritize hazards

Milestone 3: Prepare Risk information for dissemination (Month 4)

- a. Update HAZUS-MH databases
- b. As needed, Run HAZUS-MH models and GIS Overview

Milestone 4: Planning team Meeting 3 (Month 5)

- a. Host public meeting to discuss hazards and challenges facing community
- b. Solicit public input into development of goals for plan and community priorities

Milestone 5: Review of Draft and edits. (Month 7)

- a. Prepare final draft of plan for submission to IDHS for review
- b. Prepare MHMP Crosswalk
- c. Submit Plan for State review

Milestone 6: Review at Region (Month 8)

- a. Submit plan to FEMA for review
- b. Edit and requested changes or make additions as required by FEMA
- c. Resubmit for review and interim approval

Milestone 7: Meets Requirement now Adoption (Month 10)

- a. Create a county resolution for adoption of plan for county
- b. Create city and town resolutions for adoption by incorporated cities and towns.

Milestone 8: Closeout (Month 12)

- a. Grant Close Out

**** Time frames are subject change due to delays in planning process. Local PM will notify IDHS Mitigation Project Managers with any delays and to request any extensions.**

EXHIBIT B - Federal Requirements

The Subrecipient agrees to comply with all of the following requirements as listed below.

1. Federal Regulations: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall comply with the administrative and audit requirements and cost principles under 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted at 2 CFR §3002. Some of these federal regulatory requirements are as follows:

A. Federal Procurement and Contracting Requirements. [2 CFR § 200, Subpart D, 2 CFR § 200.318 through 200.327]

In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR §200, Subpart D, 2 CFR §§ 200.318 through 200.327.

As required by 2 CFR § 200.326, in addition to all other provisions required by the US Department of Homeland Security and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

Subrecipients shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

B. Conflicts of Interest. [2 CFR § 200.318 and FFY 2020 BRIC NOFO]

As required by 2 CFR § 200.318(c)(1), the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

In addition, as required under the Federal Emergency Management Agency standard terms and conditions, conflicts of interest may arise during the process of US DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or US DHS/FEMA employee.

The Subrecipient must disclose to FEMA in writing any real or potential conflict of interest, as defined by the Federal, State, local, or tribal statutes or regulations or their own existing policies that arise during the administration of the Federal award. The Subrecipient must disclose any real or potential conflicts to the Federal Approving Official within 15 days of learning of the conflict of interest. Similarly, Subrecipients must disclose any real or potential conflict of interest to the State as required by the State's conflict of interest policies or any applicable State, local, or tribal statutes or regulations. This requirement starts when the application period opens, continues during the entire period of performance, and ends when the last audit is completed.

C. Mandatory Disclosures. [2 CFR § 200.113]

As required by 2 CFR § 200.113, the Subrecipient must disclose, in a timely manner, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Failure to make required disclosures can result in any of the remedies described in § 200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR §180 and 31 USC § 3321).

2. Federal Award Requirements.

A. Prohibition on Using Federal Funds.

The Subrecipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA. Nor can the Subrecipient use Federal funds to sue the Federal Government or any other government entity. The Subrecipient shall not utilize the funds as matching funds for any other Federal award.

B. Construction Project Requirements.

- 1) Acceptance of Federal funding requires FEMA, the State, and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
- 2) Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- 3) Any change to the approved scope of work will require re-evaluation by FEMA for State and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
- 4) If ground disturbing activities occur during construction, the State and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

C. Equipment.

For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Grant Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313, including but not limited to the following:

- 1) As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
- 2) The Subrecipient must use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
- 3) The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
- 4) The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- 5) When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- 6) Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

D. Funds Transfer.

Any cost allocable to a particular Federal award provided for in 2 CFR § 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards. Subrecipient's must receive approval from FEMA and the State should the Subrecipient wish to use two funding sources for one program.

E. Insurance.

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

F. Duplication of Programs.

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the State or Subrecipient's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

G. Duplication of Benefits.

Federal funds cannot duplicate or be duplicated by funds received by or available to the State, the Subrecipient or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HSGP programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HSGP does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation,

such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of funds.

H. Reporting Executive Compensation.

Unless the Subrecipient had a gross income from all sources of under \$300,000 in the previous tax year, the Subrecipient must report to the State, the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year if in the Subrecipient's preceding fiscal year, the Subrecipient received:

- 1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- 2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards).

By the end of the month following the month that this Grant Agreement is fully executed, the Subrecipient must report to the State this Subrecipient executive total compensation described above. The Subrecipient can obtain additional information and guidance regarding this requirement from the State.

I. Acceptance of Post-Award Changes.

In the event FEMA determines that changes are necessary to the federal award document after an award has been made, including changes to period of performance or terms and conditions, the Subrecipient will be notified of these changes in writing. Once notification has been made, any subsequent request for funds under this Grant Agreement will indicate the Subrecipient's acceptance of the changes to the award.

J. Refund, Rebate, Credits.

The Subrecipient shall transfer to the State, which will transfer to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Grant Agreement, along with accrued interest, if any. The Subrecipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the State and FEMA in any claim or suit in connection with amounts due.

3. United States Department of Homeland Security Standard Administrative Terms and Conditions.

The US FFY 2020 BRIC NOFO for this Grant Award requires compliance with the US DHS Standard Administrative Terms and Conditions. Though not exhaustive, the Subrecipient shall comply with the following such conditions:

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

US DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances

in these documents may not be applicable to your program, and the US DHS financial assistance office (US DHS FAO) may require Subrecipients to certify additional assurances. Subrecipients are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the US DHS FAO if you have any questions. US DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by US DHS at 2 C.F.R. Part 3002. By accepting this Grant Agreement, the Subrecipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the Subrecipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. US DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing US DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by US DHS. 2. Subrecipients must give US DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by US DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

C. Acknowledgment of Federal Funding from US DHS.

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

D. Activities Conducted Abroad.

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

E. Age Discrimination Act of 1975.

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, US Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

F. Americans with Disabilities Act of 1990.

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

G. Best Practices for Collection and Use of Personally Identifiable Information.

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. US DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the US DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, as useful resources respectively.

H. Civil Rights Act of 1964 – Title VI.

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. US DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

I. Civil Rights Act of 1968.

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the US Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D).

J. Copyright.

Subrecipients must affix the applicable copyright notices of 17 USC §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including federal award number) to any work first produced under federal financial assistance awards.

K. Debarment and Suspension.

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by US DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

L. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

M. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R.

Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

N. Education Amendment of 1972 (Equal Opportunity in Education Act – Title IX).

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. US DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

O. Energy Policy and Conservation Act.

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

P. False Claims Act and Program Fraud Civil Remedies.

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payments to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Q. Federal Debt Status.

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

R. Federal Leadership on Reducing Text Messaging while Driving.

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

S. Fly America Act of 1974.

Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

T. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in

whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. §2225.)

U. Limited English Proficiency. (Civil Rights Act of 1964, Title VI).

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the US DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

V. Lobbying Prohibitions.

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

W. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

It is US DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by US DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

Y. Non-Supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through nonfederal sources.

Z. Notice of Funding Opportunity Requirements.

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

AA. Patents and Intellectual Property Rights.

Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

BB. Procurement of Recovered Materials.

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

CC. Rehabilitation Act of 1973.

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

DD. Reporting of Matters Related to Subrecipient Integrity and Performance.

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

EE. Reporting Subawards and Executive Compensation.

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

FF. SAFECOM.

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

GG. Terrorist Financing.

Subrecipients must comply with E.O. 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

HH. Trafficking Victims Protection Act of 2000 (TVPA).

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

II. Universal Identified and System of Award Management.

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

JJ. USA Patriot Act of 2001.

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

KK. Use of US DHS Seal, Logo, and Flags.

Subrecipients must obtain US DHS's approval prior to using the US DHS seal(s), logos, crests or reproductions of flags or likenesses of US DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LL. Whistleblower Protection Act.

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

MM. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

NN. Environmental Planning and Historic Preservation (EHP) Review.

US DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires Subrecipients to comply with all federal, state, and local laws. US DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by US DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the US DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, US DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, the Subrecipient will monitor ground disturbance, and if any potential

archeological resources are discovered, the Subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and US DHS/FEMA.

OO. Changes to Title 2, Code of Federal Regulations.

The references in the FY 2020 BRIC NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>. The FY 2020 BRIC NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 BRIC NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 BRIC NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at <https://www.fema.gov/grants/guidance-tools/2-cfr-2020>.

PP. Construction Project Requirements.

1. Acceptance of Federal funding requires the Subrecipient to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. 2. Any change to the approved scope of work will require re-evaluation by FEMA for Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders. 3. If ground disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance and, if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

QQ. Copyright and Data Rights.

The Subrecipient is free to copyright any original work developed in the course of or under this Grant Agreement. The Subrecipient acknowledges that US DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a Subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The Subrecipient acknowledges that US DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to do so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.

RR. Remedies not noncompliance and Enforcement.

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

SS. Insurance.

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

TT. HMA Duplication of Benefits.

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Subrecipients from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

UU. Additional Non-Discrimination Requirements.

Subrecipients will ensure that no discrimination is practiced. Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

VV. Changes in Scope of Work.

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

WW. Recoupment of Funds.

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

XX. Reporting of Fraud.

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG).

YY. Record Retention.

Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).

4. Federal Assurances.

As the duly authorized representative of the Subrecipient, the authorized signer certifies that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Hatch Act (5 USC §§ 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- D. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327- 333), regarding labor standards for federally-assisted construction subagreements.
- E. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93- 205).
- F. Will comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to US DHS grants are listed below:
 - 1) Administrative Requirements:
 - a) Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") and US DHS regulations at 44 CFR § 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
 - 2) Cost Principles. The cost principles applicable to this grant originate from one of the following sources:
 - a) OMB Circular A-21, Cost Principles for Educational Institutions.
 - b) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - c) OMB Circular A-122, Cost Principles for Non-Profit Organizations.
 - 3) Audit Requirements. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- G. Will assist the awarding agency in assuring compliance with Section 106 of the National

- Historic Preservation Act of 1966, as amended (16 USC § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-I et seq.). Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- H. Will comply, if applicable, with all EHP laws and with 44 CFR Part 10 (or FEMA Directive Number: FD 108-1, Environmental and Historic Preservation Planning, Responsibilities and Program Requirements). If applicable to the Subrecipient's Project, the Subrecipient shall also complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State.
- I. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT C – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpglPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.



MONROE COUNTY COUNCIL AGENDA REQUEST

(Review form before completing)

DEPARTMENT: Emergency Management

TODAY'S DATE: 11/28/2022

CONTACT PERSON(S): Jamie Neibel

PHONE: (812) 325-9545 EMAIL: jneibel@co.monroe.in.us

PURPOSE OF REQUEST:

☒

Creation of New Fund/Account Line(s)

☐

Additional Appropriation(s)

☐

Transfer of Funds

☐

Amend Salary Ordinance

☐ Other (specify) _____

Please give a **THOROUGH** narrative explanation of the request (purpose of the request and action needed by Council).

Explanation:

The department is requesting the creation of account lines and appropriations for this fund to receive and disburse grant funds related to the BRIC (Building Resilient Infrastructures and Communities) grant awarded to update the Hazard Mitigation Plan. The grant agreement was presented and approved by the Commissioners on September 7th.

Complete only the pages below that correspond to the above selected request.

CREATION OF FUND/ACCOUNT LINE(S)
with ADDITIONAL APPROPRIATION(S) *(if needed)*

DEPARTMENT: Emergency Management

TODAY'S DATE: 11/28/2022

FUND NAME: Building Resilient Inf. Grant

FUND: 8119

LOCATION: 0000

[illegible]

Please confirm new Fund/Account Number(s) and Description(s) with the Auditor's Office prior to Council submission.

Acct	▲	▲	Loc Desc	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpended	Encumbrance	Unexpended
☐ Fund : 8119													
☐ Fund Desc : Building Resilient Inf. Grant													
☐ Loc : 0000													
☐ Loc Desc : No Department													
			30006	No Department	Contractual	0.00	0.00	12,932.50	12,932.50	1,601.78	11,330.72	0.00	87.61%
						0.00	0.00	12,932.50	12,932.50	1,601.78	11,330.72	0.00	87.61%
						0.00	0.00	12,932.50	12,932.50	1,601.78	11,330.72	0.00	87.61%
						0.00	0.00	12,932.50	12,932.50	1,601.78	11,330.72	0.00	87.61%
						0.00	0.00	12,932.50	12,932.50	1,601.78	11,330.72	0.00	87.61%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Emergency Management Presenter: Justin Baker

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)



Creation of New Account Line(s) (pg. 2)



Additional Appropriation(s) (pg.2)



Category Transfer(s) (pg.3)



Fund to Fund Transfer (pg.4)



De-Appropriation of Account Line(s) (pg.5)



Salary Ordinance Amendment(s) (pg.6 and/or 7)



Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? No

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Emergency Management Department is pleased to announce that the county has been awarded a grant from the Duke Energy Foundation to help purchase more weather radios for Monroe County residents who live in areas that are at a higher risk when severe weather hits, such as mobile home parks, or for those who don't have the accessibility to receive proper severe weather alerts.

The grant amount is \$4,000.00. The department is requesting the approval of additional appropriations for this grant.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: Em. Mgmt Duke Energy

[illegible]Page 2
Updated 4/2024



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:
This was at a public meeting on May 22, 2024

Vendor #

Executive Summary:

The Emergency Management Department is pleased to announce that the county has been awarded a grant from the Duke Energy Foundation to help purchase more weather radios for Monroe County residents who live in areas that are at a higher risk when severe weather hits, such as mobile home parks, or for those who don't have the accessibility to receive proper severe weather alerts.

The grant amount is \$4,000.00.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

From: [Duke Energy Foundation](#)
To: [Justin Baker](#)
Cc: Liz.Trwin@duke-energy.com
Subject: Duke Energy Foundation Grant Request # 5337 has been approved for Monroe County Severe Weather Notification Project
Date: Wednesday, May 15, 2024 2:39:05 PM

Dear Justin,

The request you submitted has been approved.

Congratulations! The Duke Energy Foundation has awarded Monroe County Emergency Management with USD 4000.00 for your project Monroe County Severe Weather Notification Project. We look forward to partnering with you on this work and will be in touch to coordinate outreach efforts.

You can expect payment within 30-60 days of receiving this email. If you have specific questions, please reach out to your Duke Energy Foundation contact.

Congrats, again!

The Duke Energy Foundation Team
Foundation@duke-energy.com

Visit the Benevity Causes Portal to learn about the following and more:

[Where do I find my disbursement reports?](#)

[Why should I sign up for electronic funds transfer \(EFT\)?](#)



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Emergency Management Presenter: Justin Baker

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)



Creation of New Account Line(s) (pg. 2)



Additional Appropriation(s) (pg.2)



Category Transfer(s) (pg.3)



Fund to Fund Transfer (pg.4)



De-Appropriation of Account Line(s) (pg.5)



Salary Ordinance Amendment(s) (pg.6 and/or 7)



Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? No

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County Emergency Management Office has been awarded the 2023 Emergency Management Performance Salary Grant. The award letter has been signed and accepted by the County Commissioners.

This grant is the annual salary reimbursement grant that is offered by the Indiana Department of Homeland Security.

The Emergency Management Office is seeking the following creation of account lines and additional appropriation for Fund 8188:

8188-13701-9623: \$25,000

8188-15115-9623: \$30,000

This award reimburses the county 50% of the Emergency Management Department staff's salary.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: EMPG Salary 97.042

[illegible]

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Health** MEETING DATE REQUESTED (*Tentative*): **6/25/2024**
Request Presenter(s): **Lori Kelley** Phone: **812-349-2068**

Was the Council Liaison notified prior to submitting this Agenda Request: **No**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☒ Salary Ordinance Amendment *Effective Date of Amendment:* **July 1, 2024**

☐ De-Appropriation of Account Lines

Fund Name:

☒ Other (Specify) **Approval to move DIS Coordinator from 35 to 40 hours.**

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Health Department is requesting approval to move the Disease Intervention Coordinator position from 35 to 40 hours. The Board of Health voted to recommend this change at their May 2024 meeting. Currently, this position serves clients in 12 counties and spending a large amount of time traveling. The Health Department also lost COVID supplemental grant funding in 2023, which previously supported a 3rd DIS position, which has increased the workload for the two remaining full-time DIS employees. The grant agency, Indiana Department of Health, has approved of a budget revision request submitted by the Health Administrator to support the funding necessary to support the funding necessary to move this position from 35 to 40 hours, however, the total grant award will only cover expenses for the DIS Coordinator, a part-time assistant, mileage, cell phone, and supplies.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Health Presenter: Lori Kelley

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Health Department has received a grant award in the amount of \$121,758.00 for disease intervention services. This funding will help support 1 full-time and 1 part-time employee to provide services to 12 counties, as well as travel, supplies, and cell phone services. Disease intervention services include testing, treatment, education, and referral services for sexually transmitted diseases.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: DIS/STD

[illegible]Page 2
Updated 4/2024

**Monroe County Board of Commissioners Agenda Request Form**Date to be heard Formal ☒Work session ☐Department Title to appear on Agenda: Vendor # **Executive Summary:**

The Health Department has received a grant agreement in the amount of \$121,758.00 for Disease Intervention services. These services include interviewing clients, testing, and education related to sexually transmitted diseases. This funding will support salary expenses for 1 full-time and 1 part-time employee.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

GRANT AGREEMENT

Contract #000000000000000000000000083420

This Grant Agreement (this "Grant Agreement"), entered into by and between **INDIANA DEPARTMENT OF HEALTH** (the "State") and **MONROE COUNTY** (the "Grantee" and /or "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$121,758.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **ATTACHMENTS A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Ryan White

CFDA # 93.917

If State Funds: Program Title *(Not Applicable)*

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **ATTACHMENT A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain details of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on April 01, 2024, and shall remain in effect through March 30, 2025. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$121,758.00. The approved Project Budget is set forth as **ATTACHMENT B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's

performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within TWENTY (20) calendar days following the end of the MONTH in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than THIRTY (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within SIXTY (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **ATTACHMENT A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **ATTACHMENT B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **ATTACHMENT D** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's

liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant

Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Indiana Department of Health
Attention: CONTRACTS AND GRANTS
2 North Meridian Street
Indianapolis, Indiana 46204
IDOHContracts@health.in.gov

B. Notices to the Grantee shall be sent to:
MONROE COUNTY
Attention: Commissioners Office Julie Thomas, President
100 W Fifth St. Room 204,
Bloomington, IN 47404
commissionersoffice@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) ATTACHMENTS prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) ATTACHMENTS prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as ATTACHMENT C and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:
"Separateness" of the Parties. (INTENTIONALLY OMITTED, NOT APPLICABLE)

26. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the

Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

- 25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. (INTENTIONALLY OMITTED, NOT APPLICABLE)
- Added #26. HIPAA Compliance

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

INDIANA DEPARTMENT OF HEALTH

By:



By:

Title: Commissioner

Title:

Date: 5/22/2024

Date:

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Rebecca Holwerda, Commissioner</p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Joseph M. Habig, Acting State Budget Director</p>	<p>Electronically Approved as to Form and Legality by: Office of the Attorney General</p> <p>By: _____ (for) Theodore E Rokita, Attorney General</p>

Attachment A

Disease Intervention Services- Partner Services

1. The Grantee will collaborate with Indiana Department of Health to establish objectives and set goals that are in alignment with Sexually Transmitted Infection (STI) cooperative agreement objectives.
2. The Grantee will implement STI Disease Intervention Specialist (DIS) services and Partner Services (PS).
3. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with Centers for Disease Control (CDC) guidance as well as with program standards, policies, and procedures.
4. Only state authorized Disease Intervention Specialists are permitted by Indiana Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STI program and trained by CDC to investigate cases of syphilis and Human Immunodeficiency Virus (HIV) and complete partner notifications. These are the only individuals who may have access to this information within the STI database. Requests of non-DIS persons must be sent to the STI program for approval prior to receiving access to the STI database.
5. When a staff DIS vacancy occurs, the agency will notify IDOH Prevention Director or designee within 72 hours. Vacancies are expected to be filled within 90 days. IDOH Prevention Director or designee should be notified if this expectation cannot be met. IDOH reserves the right to reallocate funding if a vacancy remains after the 90-day period. During the vacancy period the agency must have a plan in place to provide all services outlined in this agreement.
6. As a Grantee offering a full-time (5 day/week STI services) STI clinic the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STI program.
7. Grantee agencies who operate clinical services in their STI District will be required to treat cases within two weeks of notification of the infection from the lab. If unable to treat cases within the specified time frame. The grantee must have documented actionable steps taken to contact the patient & partners every 48 business hours. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence of primary and secondary signs

or symptoms of syphilis must be treated by the agency immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis. Similarly, if a clinic performs Rapid Plasma Reagin (RPR) testing, a person with titer of 1:8 or greater in absence of syphilis history that would explain titer, should receive immediate treatment after blood draw.

8. The Grantee will interview 100% of all newly diagnosed HIV and early syphilis cases residing in their respective counties within their designated region of service. t 1). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in the district. DIS will complete HIV testing on at least 100% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed. DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.
9. DIS will offer chlamydia interviews at their own discretion within their district. DIS shall offer PS to cases identified as LGV. DIS will offer PS to 100% of all chlamydia cases interviewed in their district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.
10. The DIS will successfully interview 24% of all priority gonorrhea cases residing in their respective district as enhanced STI Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STI Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. DIS will offer PS to 100% of all priority gonorrhea cases interviewed in the district. Priority gonorrhea cases include Men Who Have Sex With Men (MSM), clients under the age of 20, pregnant women, repeat cases (defined as 2 or more infections within 12 months) infections, co-infection with HIV and/or syphilis. The Grantee will ensure 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.
11. DIS will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.

12. DIS will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 3 business days of receipt of report.
13. DIS must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate. Grantee/DIS must submit this information in the REDCap survey (Provider Reports).
14. DIS must perform field visits as a part of their investigations as directed by the STI Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS must coordinate and conduct field visits on a weekly basis.
15. The Grantee will implement PS within 48 business hours upon receipt of notification of diagnosis for syphilis and HIV.
16. The Grantee will perform other duties for a person living with HIV assigned by the IDOH Division of HIV, STI, Viral Hepatitis, on a person living with HIV residing in their service district.
17. DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STI database prior to submitting case for closure.
18. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
19. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection to access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons as infected with HIV to medical and care coordination services in their district.
20. The Grantee will document 100% of all cases interviewed in the STI database and the Indiana EvaluationWeb®, no later than 72 hours after the original interview.
21. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons infected with HIV.
22. The Grantee must notify the STI Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STI Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STI database.

23. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS are required to be present for Quality Assurance Reviews when they are scheduled with the STI Prevention Program staff. If a DIS is not able to be present for the review, IDOH needs to be notified at a minimum of ten (10) business days in advance to reschedule the event, or as soon as possible if there is an emergency.
24. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative.
25. The Grantee will have signed STI database user agreements and have them on file at the agency.
26. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STI materials (brochures, videos, promotional, etc.) used as educational materials to the STI Program for approval.
27. The Grantee will have all DIS and other service staff funded under this contract satisfactorily complete the trainings required by the STI Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently throughout the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.
 - a. Service staff who are required to complete trainings from the STI Prevention Program, through the DIS Training Coordinator:
 - i. Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
 - ii. Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
 - iii. Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
 - iv. Staff who will be seeing or assisting patients suspected of having STI infection more than 40% of their working time.
28. The Grantee will have all other service staff not funded, but directly involved in STI activities that are funded by this contract, are subject to satisfactorily complete the

trainings at the discretion of the Prevention Program Director and/or STI Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STI Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or designee.

29. The Grantee will collaborate with the Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:
 - a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
 - b. Review the training guides and materials provided by the DIS Training Coordinator
 - c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
 - i. Receiving reports from the trainee about their progress
 - ii. Coaching, teaching, or advising the trainee on STI Program policies and procedures or required DIS skills
 - iii. Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
 - iv. Providing observation or shadowing opportunities for the trainee
 - v. Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
 - vi. Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs
30. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STI Program) after adequate intervention to enhance performance, the STI Prevention Program reserves the right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any nonfunded positions (who are directly involved in STI activities) fail to complete the trainings requested by the STI Director after adequate intervention, and it's determined by the STI Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STI Prevention Program reserves the right to request that position not be involved in STI activities funded by the contract.
 - a. Adequate intervention to enhance performance may include but is not limited to:
 - i. Assigned training sessions or webinars from the DIS Training Coordinator.
 - ii. Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
 - iii. Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.
 - iv. Work Improvement Plans (may also be called a Performance Improvement

Plan) that are developed by the agency with the STI Program's assistance, if desired.

31. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STI Program Director/Operations Manager.
 - a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STI Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins to proceed with final authorization.
 - i. DIS will be expected to take self-study modules from the National STI Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
 - ii. DIS will be required to be trained in HIV testing and counseling, either through the STI Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
 - iii. DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
 - iv. DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work. This training plan will culminate in the final Authorization Training. Authorization Training will either be given by the STI Prevention Program or a federally funded training center. Satisfactory completion of Authorization Training and approval from the STI Prevention Program permit a DIS to practice disease intervention and Partner Services in the State of Indiana.
 - b. Funded positions who are not DIS may be required to go through trainings from the National STI Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Funded positions who are not DIS do not require Authorization Training but may require approval for data entry work or basic case management.
 - c. Non-funded positions who are directly involved in funded STI activities may be requested to go through trainings from the National STI Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training but may require approval for data entry work or basic case management.
32. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STIs, HIV, Hepatitis C, and other infectious diseases, as directed by the Division of HIV/STI/Viral Hepatitis. If directed, the Grantee will assist in the response efforts and reimbursement will be arranged for these efforts.

33. The Grantee, if providing STI clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STI Prevention, Health Insurance Portability and Accountability Act (HIPPA) regulations, and current CDC STI treatment guidelines.
34. The Grantee will attend all scheduled calls and meetings.
35. The IDOH Chlamydia trachomatis/Gonorrhea (CT/GC) Screening Program allots testing materials and medications that should be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STI services to those clients who are eligible but cannot pay local administrative fees.
36. DIS will submit 100% of all confirmed syphilis and HIV cases for IDOH STI Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STI database to ensure quality and compliance with CDC's recommendations.
37. The Grantee will ensure all syphilis cases are reviewed monthly, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STI Prevention Program will train any local staff to review these cases if requested.
38. The Grantee will submit a monthly STI invoice and supporting documentation.

ATTACHMENT B

Disease Intervention- Partner Services

4/1/2024-3/31/2025

Personnel	\$98,000
Fringe	\$23,758
Supplies	\$
Travel	\$
Consultant	\$
Contractual	\$
Equipment	\$
Other	\$
Subtotal	\$121,758
TOTAL	\$121,758

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services
CFDA Number: 93.917
Award Number: X08HA00033
Award Name: Ryan White Part B Supplemental

1) Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2) Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3) Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have

instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8) Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing, b) the amount of federal funds for the project or program, and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the HIV Care Formula Grants from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send the form via e-mail.

11) Federal Lobbying Requirements

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Division of Finance.

ATTACHMENT D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



**Indiana
Department
of
Health**



Eric J. Holcomb
Governor

Kristina M. Box, MD, FACOG
State Health Commissioner

DIVISION OF HIV/STD/VH REQUEST FOR BUDGET CHANGE

Agency: Monroe County Health Department **Date:** April 25, 2024
Project Name: DIS Parter Services
Budget Period: 4/1/2024-3/31/2025 **PO #** Pending; Award Letter Only Received
Effective Date: **Revision #**

EXPENDITURE CATEGORY	PRESENT BUDGET Show all entries with whole dollar amounts only.	+ REQUESTED INCREASE (DECREASE) Show all entries with whole dollar amounts only.	= NEW BUDGET Show all entries with whole dollar amounts only.
PERSONNEL	76,513.00	7811.00	84324.00
FRINGE	26,618.00	1706.00	28324.00
SUPPLIES	1000.00		1000.00
TRAVEL	7630.00		7630.00
RENT			
UTILITIES			
CONTRACTUAL			
CONSULTANT			
EQUIPMENT			
OTHER	480.00 (cell phone)		480.00
TOTAL			121,758.00

Budget changes must be received and approved prior to expiration of the contract. Please send to the attention of Darin Foltz dfoltz@isdh.in.gov
Changes are in effect only after final signature at IDOH.

Attach written JUSTIFICATION with details of all categories.

Requested by:
Lori Kelley

Fiscal Representative of agency

Date 4/25/2024

Approved by:

Budget and Contracts Manager, IDOH

Date 5/13/2024

To promote, protect, and improve the health and safety of all Hoosiers.

From: [Foltz, Darin](#)
To: [Lori Kelley](#)
Subject: RE: Budget Revision
Date: Wednesday, May 15, 2024 7:12:08 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[DOC051524-05152024070027.pdf](#)

Hi Lori-

Yes. Please see the attached budget revision approval.

Thanks.

Darin

From: Lori Kelley <lkelly@co.monroe.in.us>
Sent: Tuesday, May 14, 2024 2:35 PM
To: Foltz, Darin <DFoltz@health.in.gov>
Subject: RE: Budget Revision

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Hi Darin,

I've received the in-process contract for the Ryan White funds which is attached. Could you confirm if the budget revision form previously attached is approved for these funds? Currently the contract only allows salary expenses. Please advise if only salary and fringe are approved expenses for this contract, otherwise we would like to be able to use part of this funding for other expenses of travel and cell phone.

From: Lori Kelley
Sent: Thursday, April 25, 2024 4:41 PM
To: 'Foltz, Darin' <DFoltz@health.in.gov>
Subject: RE: Budget Revision

Here is the form. Thank you

From: Foltz, Darin <DFoltz@health.in.gov>
Sent: Monday, April 22, 2024 1:40 PM
To: Lori Kelley <lkelly@co.monroe.in.us>
Subject: RE: Budget Revision

Hi Lori-

Please use this form and return to me.

Thanks.

Darin

From: Lori Kelley <lkelly@co.monroe.in.us>

Sent: Monday, April 22, 2024 11:46 AM

To: Foltz, Darin <DFoltz@health.in.gov>

Subject: RE: Budget Revision

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Great. Who should I contact for the budget revision request paperwork?

From: Foltz, Darin <DFoltz@health.in.gov>

Sent: Monday, April 22, 2024 10:47 AM

To: Lori Kelley <lkelly@co.monroe.in.us>

Subject: RE: Budget Revision

Hi Lori-

This will be fine.

Thanks.

Darin

From: Lori Kelley <lkelly@co.monroe.in.us>

Sent: Monday, April 22, 2024 10:08 AM

To: Foltz, Darin <DFoltz@health.in.gov>

Subject: Budget Revision

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Darin,

I need to submit a budget revision request for the DIS Partner Services grant for Miranda's salary. So far, I've only received an award letter. Is it possible to go ahead and submit a budget revision now? I really need to move Miranda to 40 hours in order to maintain service capacity.

Lori Kelley, MA, CFRM, MHA, RT (R)(CT)(MR) | Health Administrator
Monroe County Health Department



119 West 7th Street | Bloomington, IN 47404
Phone: 812-349-2068 | **Fax:** 812-349-7346



To protect, promote and improve the health of all people in Monroe County.

CONFIDENTIALITY NOTICE: This message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: HEALTH

Presenter: LORI KELLEY

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County Health Department is requesting approval of an additional appropriation of earned income and Long Acting Reversible Contraception (LARC) reimbursement in Futures Clinic Fund 8126.

Per the guidelines of the Title X grant "4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive."

A total of \$25.00 of earned income from March insurance claims needs to be appropriated. The department is requesting that the \$25.00 be appropriated to the account lines listed within this request. The department is also requesting \$3910.20 from the LARC reimbursement be appropriated. LARC reimbursement is a separate reimbursement from Title X.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: FUTURES CLINIC

[illegible]Page 2
Updated 4/2024



AmerisourceBergen Consulting Services
1195 Trademark Dr, Suite 102-C
Reno, NV 89521
Phone: (775) 857-2170
FL Permit: #232540

Invoice Number: 225080155-301

Invoice Date: 03/22/2024

Customer's License: 71012431A

Ship To: Emma Rice
Futures Family Planning Clinic
119 West 7th St Lower Level
Bloomington, IN 47404

Bill To: Futures Family Planning Clinic
119 West 7th Street
Attn: Lower Level - AP
Bloomington, IN 47404

Ship Phone: (812)349-7343
Ship On: 03/22/2024
Ship For: 03/26/2024
Ship Method: 2ND DAY AIR

Qty	Item	Unit Price	Total Amount
5	Nexplanon 68MG O NDC: 78206-0145-01 qty: 5 lot: X014935 exp: 11/30/2025	545.08	2725.40
		Tax	0.00
		2% Discount applied, if paid by 06/20/24: -\$	54.51

For Billing and Account questions, please call 1-888-882-9942.

Total Amount Due By 06/20/24: \$ 2670.89

Due AFTER 06/20/24: \$ 2725.40

This purchase may be taxable. Please check with your tax advisor as to your state and local requirements.

Remittance Portion - Please return this stub with your payment in the enclosed envelope.
Payments should be made payable to TheraCom.

IMPORTANT: PLEASE WRITE THE INVOICE NUMBER(S) ON THE CHECK.

From: Futures Family Planning Clinic
119 West 7th Street
Attn: Lower Level - AP
Bloomington, IN 47404

Acct: 557638

Total Amount Due By 06/20/24: \$ 2670.89

Due AFTER 06/20/24: \$ 2725.40

To: TheraCom, LLC
Payment Center
PO Box 640105
Cincinnati, OH 45264-0105

Amount Enclosed: _____

225080155-301





AmerisourceBergen Consulting Services

1195 Trademark Dr, Suite 102-C

Reno, NV 89521

Phone: (775) 857-2170

FL Permit: #232540

Sales reflected on this invoice may include price discounts or be subject to subsequent reductions or adjustments in price, which may be reflected on other documentation. Buyer will comply with all applicable federal and state laws requirement it to report or reflect such discounts, reductions, or adjustments on cost reports or claims submitted to federal or state healthcare programs or other third party payers, retain this invoice and related pricing documentation, and make the invoice and such documentation available on request to federal or state healthcare program or other third party payer representatives.

Indiana Family Health Council
AUTHORIZATION FOR LARC REIMBURSEMENTS

Name of Agency: Futures Family Planning Clinic

Delivery Address: 119 W 7th Street

Bloomington, IN 47401

Inventory of LARCs currently at this clinic site on date: _____

Paragards: 3 **# Mirenas:** 3 **# Skylas:** _____

Lilettas: _____ **# Nexplanons:** 5 **# Kyleenas:** _____

Current number of LARCs scheduled to be placed with clients in the next 30 days:

of IUD LARCs: _____ **Expiration Date:** _____

of Implant LARCs: 5 **Expiration Date:** _____

LARC Purchase Request:

Type of LARC	Number Requested		IFHC's 340B Reimbursement Price		Total for Specific LARCs
Paragards		@ \$	249.00	= \$	
Mirenas		@ \$	249.00	= \$	
Skylas		@ \$	249.00	= \$	
Lilettas		@ \$	100.00	= \$	
Nexplanons	5	@ \$	391.02*	= \$	1955.10
Kyleenas		@ \$	249.00	= \$	
TOTAL PURCHASE OF LARCs REQUESTED					\$ 1955.10

* Nexplanon price based on original \$399.00 price less the Early Pay Discount

In case we have questions, please list contact person:

Name: Evan Theis

Phone: (812) 349 - 7343

Email LARC Authorization Request as an Attachment to:

Heather Wallace-George

(317) 247-9151 ext. 2

heather.george@ifhc.org

IFHC Authorization

Date 3/4/24

LARC Authorization Request Form

*** Must email scans of invoices back to IFHC**

08/23

REPORT OF COLLECTIONS

For Period: 3/1/2024 to 3/31/2024

Monroe County Health Department



Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Birth Certificate	01	\$7,376.00	\$14,416.00	\$21,792.00
Death Certificate	02	\$9,895.50	\$22,187.00	\$32,082.50
Genealogical Search	03	\$0.00	\$0.00	\$0.00
Real Estate On-Site Inspection	04	\$400.00	\$200.00	\$600.00
Septic Permit, Commercial	05	\$400.00	\$0.00	\$400.00
Septic Permit, Duplicate	05	\$0.00	\$0.00	\$0.00
Septic Permit, New	05	\$1,500.00	\$2,500.00	\$4,000.00
Septic Permit, Renewal	05	\$200.00	\$1,100.00	\$1,300.00
Septic Permit, Repair	05	\$900.00	\$900.00	\$1,800.00
Homeowner's Installer Certification	06	\$0.00	\$0.00	\$0.00
Septic Installer Certification	06	\$150.00	\$750.00	\$900.00
Well Pump Survey	07	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 01-05	08	\$82.50	\$82.50	\$165.00
Food Establishment - Partial Year, 06-10	08	\$0.00	\$0.00	\$0.00
Food Establishment - Partial Year, 11-20	08	\$0.00	\$247.50	\$247.50
Food Establishment - Partial Year, 21+	08	\$0.00	\$300.00	\$300.00
Food Service License, 01-05	08	\$4,455.00	\$29,617.50	\$34,072.50
Food Service License, 06-10	08	\$4,290.00	\$26,070.00	\$30,360.00
Food Service License, 11-20	08	\$1,980.00	\$26,730.00	\$28,710.00
Food Service License, 21+	08	\$1,800.00	\$42,600.00	\$44,400.00
Food Service License, Mobile	08	\$1,350.00	\$3,300.00	\$4,650.00
Food Service License, Multi-Market (1-3 Markets)	08	\$1,200.00	\$0.00	\$1,200.00
Food Service License, Multi-Market (4-6 Markets)	08	\$200.00	\$0.00	\$200.00
Food Service License, Push Cart	08	\$0.00	\$25.00	\$25.00
Food Service License, Seasonal (1-4 months)	08	\$0.00	\$0.00	\$0.00
Food Service License, Seasonal (5-9 months)	08	\$300.00	\$300.00	\$600.00
Food Service License, Seasonal (other)	08	\$100.00	\$0.00	\$100.00
Food Service License, Temporary	08	\$200.00	\$150.00	\$350.00
Food Service Plan Review, 01-05	08	\$1,065.00	\$1,072.50	\$2,137.50
Food Service Plan Review, 06-10	08	\$0.00	\$660.00	\$660.00
Food Service Plan Review, 11-20	08	\$0.00	\$1,320.00	\$1,320.00
Food Service Plan Review, 21+	08	\$600.00	\$435.00	\$1,035.00
Food Service Plan Review, Mobile	08	\$225.00	\$300.00	\$525.00
Food Service Plan Review, Ownership Change w/o Con	08	\$150.00	\$375.00	\$525.00
Food Service Plan Review, Prepackaged Food Only	08	\$0.00	\$0.00	\$0.00
Food Service Plan Review, Push Cart	08	\$250.00	\$0.00	\$250.00
Food Vending License	08	\$0.00	\$200.00	\$200.00
Late Fee - Food	08	\$15.00	\$0.00	\$15.00
Late Fee - Food Service License, 01-05	08	\$313.50	\$0.00	\$313.50
Late Fee - Food Service License, 06-10	08	\$330.00	\$0.00	\$330.00
Late Fee - Food Service License, 11-20	08	\$148.50	\$0.00	\$148.50
Late Fee - Food Service License, 21+	08	\$180.00	\$0.00	\$180.00
Redeposited Returned Check - Environmental	09	\$0.00	\$0.00	\$0.00
Redeposited Returned Check - Vital Records	09	\$0.00	\$16.00	\$16.00
Returned Unpaid Check - Environmental	09	\$0.00	\$0.00	\$0.00
Returned Unpaid Check - Vital Records	09	(\$32.00)	\$0.00	(\$32.00)
Beach Permit	10	\$0.00	\$0.00	\$0.00
Beach Permit, camp permit add-on	10	\$0.00	\$0.00	\$0.00
Late Fee - Beach	10	\$0.00	\$0.00	\$0.00
Late Fee - Pool/Spa Permit	10	\$0.00	\$90.00	\$90.00
Pool/Spa Permit, Seasonal	10	\$7,750.00	\$1,250.00	\$9,000.00
Pool/Spa Permit, Year Round	10	\$0.00	\$13,050.00	\$13,050.00
Campground Permit	11	\$0.00	\$240.00	\$240.00
Campground Permit (additional fee)	11	\$0.00	\$510.00	\$510.00
Returned Check Bank Fee - Environmental	12	\$0.00	\$0.00	\$0.00
Returned Check Bank Fee - Vital Records	12	(\$19.00)	\$0.00	(\$19.00)

Returned Check Fee - Environmental	12	\$0.00	\$0.00	\$0.00
Returned Check Fee- Vital Records	12	\$0.00	\$40.00	\$40.00
Late Fee - Waste	13	\$0.00	\$0.00	\$0.00
Solid Waste Facility Permit	13	\$125.00	\$125.00	\$250.00
Trash Hauler Permit	13	\$1,300.00	\$1,950.00	\$3,250.00
Large Sleeve	14	\$364.00	\$594.00	\$958.00
Small Sleeve	14	\$135.00	\$193.00	\$328.00
Notary	15	\$0.00	\$18.00	\$18.00
Affidavit, Paternity	17	\$0.00	\$318.00	\$318.00
Affidavit, Paternity (copy)	17	\$70.00	\$100.00	\$170.00
Affidavit, Paternity Upon Marriage	17	\$0.00	\$0.00	\$0.00
Photocopying Fees (EH)	18	\$0.00	\$0.00	\$0.00
Photocopying Fees (VR)	18	\$0.00	\$0.10	\$0.10
Home Birth Registration Fee	19	\$53.00	\$27.00	\$80.00
Affidavit, Amendent	20	\$0.00	\$0.00	\$0.00
Correction Notification	20	\$40.00	\$10.00	\$50.00
Total:		\$49,842.00	\$194,369.10	\$244,211.10

Fee Description	Fund	Current Period Collections	Prior Periods Collections	Year-To-Date Collections
Futures Family Planning Clinic TANF (Apr-Sept)	Futures	\$0.00	\$0.00	\$0.00
Futures Family Planning Clinic Title X (Oct-Mar)	Futures	\$25.00	\$5,840.32	\$5,865.32

Splits Fee Description	Fund	Current Period Amount	Prior Periods Amount	Year-To-Date Amount
Coroner Fee	02	\$1,832.50	\$4,085.00	\$5,917.50
Splits Total:		\$1,832.50	\$4,085.00	\$5,917.50

I hereby certify that the forgoing is a true and correct report of collections due the above named governmental unit for the period shown.

11th April 2024  _____
Dated this day of year Director

This is not to be used as a receipt. The official to whom the report is made must issue an official receipt for the collections remitted.

Indiana Family Health Council
AUTHORIZATION FOR LARC REIMBURSEMENTS

Name of Agency: Futures Family Planning Clinic

Delivery Address: 119 W 7th Street Bloomington, IN 47404

Inventory of LARCs currently at this clinic site on date: _____

Paragards: 3 **# Mirenas:** 4 **# Skylas:** _____

Lilettas: _____ **# Nexplanons:** 0 **# Kyleenas:** _____

Current number of LARCs scheduled to be placed with clients in the next 30 days:

of IUD LARCs: 3 **Expiration Date:** _____

of Implant LARCs: 1 **Expiration Date:** _____

LARC Purchase Request:

ERROR: DID
NOT ORDER 1
PARAGARD -
ET

Type of LARC	Number Requested	IFHC's 340B Reimbursement Price	Total for Specific LARCs
Paragards	<u>2</u>	@ \$ 249.00	= \$ 249
Mirenas	<u>1</u>	@ \$ 249.00	= \$ 249
Skylas		@ \$ 249.00	= \$
Lilettas		@ \$ 100.00	= \$
Nexplanons	<u>5</u>	@ \$ 391.02*	= \$ 1955.10
Kyleenas		@ \$ 249.00	= \$

TOTAL PURCHASE OF LARCs REQUESTED \$ 2204.10 TOTAL = (\$1955.10) FOR 5 NEXPLANON - ET

* Nexplanon price based on original \$399.00 price less the Early Pay Discount

In case we have questions, please list contact person:

Name: Evan Theis
Phone: (812) 349-7343

Email LARC Authorization Request as an Attachment to:

Heather Wallace-George
(317) 247-9151 ext. 2
heather.george@ifhc.org

IFHC Authorization
Date 2/8/14

LARC Authorization Request Form

* **Must email scans of invoices back to IFHC**

08/23



AmerisourceBergen Consulting Services
1195 Trademark Dr, Suite 102-C
Reno, NV 89521
Phone: (775) 857-2170
FL Permit: #232540

Invoice Number: 225007082-301
Invoice Date: 02/28/2024

Customer's License: 71012431A

Ship To: Emma Rice
Futures Family Planning Clinic
119 West 7th St Lower Level
Bloomington, IN 47404

Bill To: Futures Family Planning Clinic
119 West 7th Street
Attn: Lower Level - AP
Bloomington, IN 47404

Ship Phone: (812)349-7343
Ship On: 02/28/2024
Ship For: 03/01/2024
Ship Method: 2ND DAY AIR

Qty	Item	Unit Price	Total Amount
5	Nexplanon 68MG O NDC: 78206-0145-01 qty: 5 lot: X014577 exp: 11/30/2025	545.08	2725.40
		Tax	0.00
		2% Discount applied, if paid by 05/28/24: -\$	54.51

For Billing and Account questions, please call 1-888-882-9942.

Total Amount Due By 05/28/24: \$ 2670.89

Due AFTER 05/28/24: \$ 2725.40

This purchase may be taxable. Please check with your tax advisor as to your state and local requirements.

Remittance Portion - Please return this stub with your payment in the enclosed envelope.
Payments should be made payable to TheraCom.

IMPORTANT: PLEASE WRITE THE INVOICE NUMBER(S) ON THE CHECK.

From: Futures Family Planning Clinic
119 West 7th Street
Attn: Lower Level - AP
Bloomington, IN 47404

Acct: 557638

Total Amount Due By 05/28/24: \$ 2670.89

Due AFTER 05/28/24: \$ 2725.40

To: TheraCom, LLC
Payment Center
PO Box 640105
Cincinnati, OH 45264-0105

Amount Enclosed:

225007082-301





AmerisourceBergen Consulting Services

1195 Trademark Dr, Suite 102-C

Reno, NV 89521

Phone: (775) 857-2170

FL Permit: #232540

Sales reflected on this invoice may include price discounts or be subject to subsequent reductions or adjustments in price, which may be reflected on other documentation. Buyer will comply with all applicable federal and state laws requirement it to report or reflect such discounts, reductions, or adjustments on cost reports or claims submitted to federal or state healthcare programs or other third party payers, retain this invoice and related pricing documentation, and make the invoice and such documentation available on request to federal or state healthcare program or other third party payer representatives.

Acct	▲	▲	Loc Desc	▲	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpend	Encumbrance	Unexpend Pct
												Balance		
Fund : 8126														
Fund Desc : Futures Clinic 93.217														
Loc : 9624														
Loc Desc : 2024														
10071			2024		Nurse Practitioner/Adv Pr Nurs	1,064.95		0.00	20,199.65	21,264.60	28,352.80	(7,088.20)	0.00	(33.33%)
10187			2024		Clinic Manager	200.60		0.00	9,404.80	9,605.40	14,156.53	(4,551.13)	0.00	(47.38%)
10188			2024		Licensed Practical Nurse	202.40		0.00	10,208.00	10,410.40	14,039.20	(3,628.80)	0.00	(34.86%)
17601			2024		Longevity	200.00		0.00	0.00	200.00	200.00	0.00	0.00	0.00%
17801			2024		Part-Time	351.44		0.00	3,340.13	3,691.57	5,940.83	(2,249.26)	0.00	(60.93%)
18001			2024		FT Self Insurance	2,000.00		0.00	7,237.00	9,237.00	14,368.67	(5,131.67)	0.00	(55.56%)
18101			2024		FICA	411.57		0.00	2,933.69	3,345.26	5,931.42	(2,586.16)	0.00	(77.31%)
18201			2024		PERF	201.80		0.00	5,660.03	5,861.83	10,312.59	(4,450.76)	0.00	(75.93%)
20001			2024		Office Supplies	86.79		0.00	0.00	86.79	0.00	86.79	0.00	100.00%
20011			2024		Other Supplies	165.00		0.00	0.00	165.00	0.00	165.00	0.00	100.00%
21050			2024		Medical Supplies	1,429.67		0.00	1,533.70	2,963.37	2,431.20	532.17	0.00	17.96%
21112			2024		L.A.R.C.	279.04		0.00	8,428.78	8,707.82	8,653.31	54.51	0.00	0.63%
25190			2024		Medications	1,000.00		0.00	1,120.38	2,120.38	1,795.11	325.27	0.00	15.34%
38110			2024		Services & Charges	89.50		0.00	600.00	689.50	318.52	370.98	0.00	53.80%
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)
						7,682.76		0.00	70,666.16	78,348.92	106,500.18	(28,151.26)	0.00	(35.93%)



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: HEALTH

Presenter: LORI KELLEY

REQUESTED Meeting Date: 6/11/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)



Creation of New Account Line(s) (pg. 2)



Additional Appropriation(s) (pg.2)



Category Transfer(s) (pg.3)



Fund to Fund Transfer (pg.4)



De-Appropriation of Account Line(s) (pg.5)



Salary Ordinance Amendment(s) (pg.6 and/or 7)



Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The Monroe County Health Department is requesting approval of appropriation for 2023-2024 TANF grant funding in the amount of \$112,078.00. The agreement term is October 1, 2023 to September 31, 2024.

This funding helps to support salary expenses, supplies, and services for the Futures Family Planning Clinic. Futures Family Planning Clinic operates based on multiple funding sources, including Title X and TANF grant funds, insurance reimbursements, program income/revenue, and long-acting reversible contraceptive (LARC) reimbursements.

Futures Family Planning Clinic is located in the lower level of the Health Department and provides family planning health services for adolescents and adults. Services offered include pap, breast, and pelvic exams, pregnancy counseling and testing, sexually transmitted disease testing and treatment, emergency contraception, health education, and birth control counseling, services, and supplies.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Fund Name: TANF Futures

[illegible]Page 2
Updated 4/2024



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/01/20

Formal ☐Work session ☐

Department Health

Title to appear on Agenda: Approval of a sub-recipient agreement for TitleXX/TANF grant funding

Vendor #

Executive Summary:

The Health Department has received a sub-recipient Title XX/TANF agreement in the amount of \$112,078.00. The contract period is 10/1/2023-9/30/2024. This funding supports the Futures Family Planning Clinic.

Grant requirements include, but are not limited to, providing services to a minimum of 720 unduplicated patients based on the contract period, 40% of whom will receive a minimum of 1 HIV test, 80% of those whom are women under the age of 25 will be tested for Chlamydia, and 50% of those with a positive pregnancy test will be tested for syphilis. Additional requirements include increasing the number of adolescents served by 3%, increase the number of telehealth visits by 2%, and provide outreach and education opportunities in the community a minimum of 2 times each quarter.

Fund Name(s):

TANF

Fund Number(s):

8150

Amount(s)

\$112,078.00

Presenter: Lori Kelley

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Schilling, David

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Health & Human Services

Federal Program Family Planning Service Project

CFDA# 93.667 (Title XX) 93.558 (TANF)

Federal Award Number and Year (or other ID) 2023-2024

Pass Through Entity: Indiana Family Health Council

Request completed by: Lori Kelley

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 2960 N. Meridian St, Suite, 230 Indianapolis, IN 46208 (hereinafter "**I.F.H.C.**") and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter "**Sub-Recipient**") in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

RECITALS

I.F.H.C. manages a program entitled "Indiana Family Planning Partnership" (hereinafter "the Partnership") under the Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) grants from the Indiana Department of Health (hereinafter "**I.D.O.H.**"). **Sub-Recipient** desires to participate in the Partnership by conducting a Family Planning Service Project (hereinafter the "Project"), subject to the terms and condition of this Agreement for Services (hereinafter "Agreement"). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

AGREEMENT

WHEREFORE, **I.F.H.C.** and **Sub-Recipient**, in consideration of the mutual representations, warranties, covenants, and other undertakings contained herein, agree as follows:

I.

Term

The Term of this Agreement shall be from **October 1, 2023** to **September 30, 2024**, unless terminated as hereafter provided.

II.

Description and Scope of Services
To Be Provided By Sub-Recipient

2.1 **Sub-Recipient** must provide family planning services to a minimum of 720 unduplicated patients based on the contract period. In the event that the minimum number of unduplicated patients is achieved prior to the end of the Agreement year, **Sub-Recipient** must continue providing Title X services through the end of the Term in order for expenditures against the Title X program to be allowable.

2.2 **Sub-Recipient** shall meet the following performance measures for each clinical site:

- (a) 40% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated women under the age of 25 will be tested for Chlamydia,
- (c) 50% of individuals with a positive pregnancy test will be tested for syphilis,
- (d) increase the number of adolescents served by 3%
- (e) increase the number of telehealth visits by 2%.
- (f) provide outreach and education opportunities in the community a minimum of two times each quarter, including open house opportunities.
- (g) **Sub-Recipient** shall have the Client Visit Record (CVR) accurately entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (h) **Sub-Recipient** will demonstrate cost-effectiveness by maintaining an average cost of \$268 based on **I.F.H.C. contracted** funding amount per unduplicated client during the period covered by this Agreement.

2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient's** development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by the

Department of Health and Human Services under the Public Health Service Act, 42 §300, et. seq. (hereafter “the Act and D.H.H.S. Regulations”) and be enrolled as a Medicaid provider.

- (b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training, including the updated Title X Orientation when released, and provide evidence of completed training upon request, including but not limited to human trafficking, child abuse reporting laws; and resisting coercion. At a minimum, the following trainings must be completed at its assigned period:

	Clinical Staff	Non-Clinical Staff
Title X Orientation – At Hire	Yes	Yes
Introduction to Family Planning – At Hire	Yes	No
Title X Clinical Training– At Hire	Yes	No
Title X Financial Orientation	No	Yes
Mandatory Reporting – At Hire and Annually	Yes	Yes
Family participation and sexual coercion (for adolescents) – At Hire	Yes	Yes
Human Trafficking – At Hire and Annually	Yes	Yes
Cultural Competency – At Hire and annually	Yes	Yes
Pregnancy Options Counseling and Education – At Hire	Yes	No
HIPAA and client confidentiality –At Hire	Yes	Yes
Non-Discrimination – At Hire	Yes	Yes
Emergency and disaster response and staffs’ roles – Annually	Yes	Yes
IFHC HIV Training—At Hire	Yes	No
Trauma-Informed Care—At Hire and annually	Yes	Yes
340B Rules and Regulations—At hire and annually	Yes	Yes
Equity and inclusion training—At hire and annually	Yes	Yes

- (c) **Sub-Recipient** shall provide counseling and education on natural family planning methods when requested.
- (d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html>.
- (e) **Sub-Recipient** shall provide basic medical services for basic infertility services.

- (f) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment of infertility.
- (g) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs without requiring parental consent.
- (h) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
 - (i) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (j) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (k) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (l) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (m) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third-party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%)

of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.

- (n) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client.
- (o) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act and all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-**

Recipient's Project shall conform to **I.F.H.C.'s** Medical Standards (hereinafter the "Medical Standards") and the provision of services as outlined in **Sub-Recipient's** funding application and budget approved by **I.F.H.C.**

- (p) **Sub-Recipient** shall provide family planning medical services:
 - (i) In person or via telehealth,
 - (ii) That will be performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning
 - (iii) In compliance with all state practice standards quality family planning standards.
- (q) **Sub-Recipient** shall provide services to all patients as outlined below and detailed in the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:
 - (i) Provide and make available written protocols, as approved by **Sub-Recipient's** Medical Director and **I.F.H.C.** at each service site, or when requested;
 - (ii) Provide written plans and procedures for medical and non-medical emergencies;
 - (iii) Provide referrals under a written referral policy;
 - (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
 - (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;

- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including hemoglobin, pap smear, gonorrhea and chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;
- (x) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods)
- (xi) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. *If requested* to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
- (xii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,
- (xiii) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking;
- (xiv) Provide at least Level I infertility services directly, and Levels II and III infertility services by referral.

- (r) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, and/or be integrated with comprehensive primary care providers.
- (s) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations. **Sub-Recipient** acknowledges Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")-- describing the projects or programs funded in whole or in part with HHS federal funds, the recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement:
- i. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:
This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a

financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

- ii. The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

- (t) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (u) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in **I.F.H.C.**'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and **I.F.H.C.**, through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.
- (v) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and

evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.

- (w) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.

- (x) **Sub-Recipient** should incorporate substance abuse disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals' reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion. Staff shall sign acknowledgment statements to demonstrate anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

2.5 **Sub-Recipient** shall not consider a family's economic status or ability to pay for services when determining an individual's eligibility for services provided under the Project.

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the act. Financial separation is required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

- (a) Utilization of accounting system that includes a separate cost center and budget for the Title X project that allows for the tracking and validation of costs charged to the Title X grant;
- (b) Preparation of monthly financial statements by cost center;
- (c) Detailed transaction reporting in the General Ledger for direct expenses related to service delivery including, but not limited to items such as travel, purchased labs, contraceptives, etc.; and,
- (d) Existence of separate encounters for services that are outside the scope of Title X with clear allocations to separate cost centers. **I.F.H.C.** requires reasonable allocation methods in **Sub-Recipient's** financial accounting policies and those policies must be reviewed on a routine basis for accuracy and consistency.

2.7 To ensure affordability of services rendered, Sub-Recipient Title X project shall have a process to determine the reasonable cost of providing services in order to establish service charges to recover the reasonable cost of providing Title X services. In accordance with 45 CFR § 75.404, Sub-Recipient Title X project shall consider the following when establishing service charges:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.

- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

III.

Description and Scope of Services

To Be Provided by I.F.H.C.

3.1 **I.F.H.C.** shall advise **Sub-Recipient** of all pertinent changes in Applicable Law and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying **Sub-Recipient** of such changes will not relieve **Sub-Recipient** of the responsibilities described in this Agreement.

3.2 **I.F.H.C.** shall monitor programmatic and fiscal operations of the **Sub-Recipient** and may require changes to be implemented by the **Sub-Recipient** based on its findings.

3.3 Based on information obtained as a result of **I.F.H.C.** program staff contact with **Sub-Recipient**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall recommend and/or provide appropriate technical assistance and/or training.

3.4 **I.F.H.C.** staff shall be available to **Sub-Recipient** on an ongoing basis to discuss policy and other questions.

IV.

Financial

4.1 The total amount of Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) funds paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **One Hundred Twelve Thousand, Seventy-Eight Dollars (\$ 112,078)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contracts: Monroe County:

Contract Period : 10/01/2023 – 09/30/2024	
Title XX	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 0.00
TANF	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 112,078
Combined Totals of Title XX/TANF	\$ 112,078

4.2 **Sub-Recipient** shall expend the funds provided by **I.F.H.C.** under this Partnership in accordance with, and only for the purposes and uses permitted by Applicable Law, including, without limitation and in accordance with all **I.F.H.C.** policies and procedures, documents required to be filed with **I.F.H.C.**, and its approved budget. **Sub-Recipient's** actual expenditures for any category of its approved budget may deviate up to ten percent (10%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the I.D.O.H. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by **I.F.H.C.** **Sub-Recipient's** total expenditures for all categories of its budget shall not exceed the total amount of the approved contract.

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the

duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within thirty (30) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

4.4 All amounts paid by **I.F.H.C.** to **Sub-Recipient**, which are subsequently found to be unallowable under Applicable Law and/or applicable cost principles, shall be refunded by **Sub-Recipient** to **I.F.H.C.** on demand or, at **I.F.H.C.**'s option, may be withheld from amounts thereafter payable to **Sub-Recipient** under this Agreement (e.g. reducing future claims to be reimbursed).

4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report ("FPAR").

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the State of Indiana Travel Policy. (Refer to Section 4.8(r) for additional guidance.)

4.7 **Sub-Recipient** shall comply with salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year's appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2023 Executive Level II salary of the Federal Executive Pay Scale is \$212,100. This amount is updated on the calendar year and reflects an individual's base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

4.8 Grant funds and program income shall not be expended for:

- (a) Construction of buildings, building renovations;
- (b) Depreciation of existing buildings or equipment;
- (c) Contributions, gifts, donations;
- (d) Entertainment or food;
- (e) Automobile purchase;
- (f) Interest and other financial costs;
- (g) Costs for in-hospital patient care;
- (h) Fines and penalties;
- (i) Fees for health services outside of the scope of Title X;
- (j) Bad debts;
- (k) Contingency funds;
- (l) Executive expenses (e.g., car rental, car phone, entertainment);
- (m) Accounting expenses for government agencies;
- (n) Fund raising expenses;
- (o) Legal fees;
- (p) Legislative lobbying;
- (q) Equipment;
- (r) Out-of-state travel;
- (s) Dues to societies, organizations, or federations; or
- (t) Incentives.

4.9 **Sub-Recipient** shall report to **I.F.H.C.** total compensation for each of your five most highly-compensated executives for the preceding completed fiscal year if:

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,
- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

V.

Records and Reports

5.1 **Sub-Recipient** shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and matching funds, cost-sharing, and program income.

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report may include a description of Project activities, progress in accomplishing goals of the Project, personnel changes, quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30th) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.3 **Sub-Recipient** shall provide **I.F.H.C.** with a copy of its certified audit report for the fiscal years preceding and under the Term of this Agreement.

5.4 **Sub-Recipient** shall maintain other records and reports which may be required by **I.F.H.C.** or **I.D.O.H.**

5.5 **Sub-Recipient** shall comply with the statistical and financial requirements of the FPAR.

5.6 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by **D.H.H.S.**, **I.D.O.H.**, the Comptroller General, or

I.F.H.C., or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

5.7 **Sub-Recipient** shall participate in the collection of all patient and utilization data requested by **I.F.H.C.**, and provide such data to **I.F.H.C.**, or its agent, in the manner designated by **I.F.H.C.**

5.8 **Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application, and approved budget. Such audit shall be conducted in accordance with the provisions of 2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

5.9 In accordance with 45 CFR § 75.352(d), **Sub-Recipient** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon routing financial monitoring of the project to ensure the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and subaward performance goals are achieved. If a showing of circumstances result in a decision by **I.F.H.C.** that Project funds may have been improperly expended, such expense(s) shall be borne by **Sub-Recipient**.

5.10 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the I.D.O.H. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

VI.

General Terms and Conditions

6.1 **Sub-Recipient** shall make no changes in the scope, direction, or type of service delivery of the Project, as described in this Agreement, or its approved budget, without the prior written approval of **I.F.H.C.** and/or the Office of Population Affairs.

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

6.3 **Sub-Recipient** shall comply with all D.H.H.S. and I.D.O.H. Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patents, and copyrights to **I.F.H.C.**

6.4 **Sub-Recipient** shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the **Sub-Recipient**.

6.5 **Sub-Recipient** shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

6.6 **Sub-Recipient** shall procure and maintain for the Term of the this Agreement fire and extended coverage insurance covering all property owned or controlled by **Sub-Recipient** in an amount not less than its full insurable value. **Sub-Recipient** shall procure and maintain public liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for injury to one person, and Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to more than one person, and in

an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property.

6.7 **Sub-Recipient** shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that **Sub-Recipient** and all of its providers and non-physician practitioner(s) qualify as "Qualified Providers" under the Indiana Medical Malpractice Act, I.C. 34-18, et. seq., as amended (hereinafter "Malpractice Act"). **Sub-Recipient** and its providers and non-physician practitioner(s) shall maintain their Qualified Provider status under the Malpractice Act during the entire Term of this Agreement. **Sub-Recipient** shall make available to **I.F.H.C.** annually evidence of such malpractice insurance, and immediately notify **I.F.H.C.** of any provider who ceases to be covered by such insurance, as that provider must immediately cease providing medical services.

6.8 **Sub-Recipient** shall comply with the provisions of the Indiana Workmen's Compensation Act and shall maintain worker's compensation and employer's liability insurance meeting all coverage requirements specified by Applicable Law and a limit of liability for employer's liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident.

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney's fees, arising from or connected with, directly, or indirectly, **Sub-Recipient's** activities or performance of its duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents', employees' or representatives' actions, omissions, business activities, negligence, recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Recipient** shall comply with D.H.H.S. and I.D.O.H. Regulations and all other Applicable Law pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement,

the term "equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

6.11 **Sub-Recipient** warrants that, to its knowledge, no actions, suits or proceedings are pending or threatened which, if adversely determined, would have a material adverse effect on **Sub-Recipient's** financial condition or its ability to perform its duties under this Agreement.

6.12 **Sub-Recipient** shall give prompt notice to **I.F.H.C.** of any proceedings instituted against **Sub-Recipient** in any court or before any commission or other regulatory body which, if adversely determined, would have a material effect upon the Project, **Sub-Recipient's** assets or operations.

6.13 **Sub-Recipient** shall not pay any finder's fees or commissions to anyone with respect to this Agreement, or the Project, or the actions and transactions contemplated in this Agreement.

6.14 **Sub-Recipient** shall promptly pay all of its debts and obligations connected with this Agreement, including, but not limited to, all lawful claims which, if unpaid, might become a lien upon the property referred to in paragraph 6.10. However, **Sub-Recipient** need not pay any such claim as long as its validity is or shall be contested in good faith by **Sub-Recipient**.

6.15 This Agreement shall be binding on and inure to the benefit of, the parties hereto. The rights and obligations of **Sub-Recipient** under this Agreement shall not be assigned, transferred to or assumed, by merger or any other method, by any other party without the prior written consent of **I.F.H.C.**

6.16 **Sub-Recipient** shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246; the Equal Pay Act of 1963; the Age Discrimination Act of 1967; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; and the "Title X Assurance of Compliance", all as amended from time to time.

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this

Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

6.18 Any failure or delay on the part of **I.F.H.C.** in exercising any right, power or privilege under this Agreement shall not operate as a waiver of any part of this Agreement, nor shall a single or partial exercise of any such right, power, or privilege preclude the exercise of any other right, power, or privilege.

6.19 This Agreement, as well as **Sub-Recipient** documents required to be filed with **I.F.H.C.**, and its approved budget, shall be deemed to be amended to conform to all Applicable Law and the terms and conditions of the I.D.O.H. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Recipient**, not specified or contemplated in this Agreement.

6.20 In the event that any of the provisions, terms or conditions of this Agreement are declared void or unenforceable by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.22 The **Sub-Recipient** shall comply fully with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104). **Sub-Recipient** is legally defined as a "private entity". Provisions applicable to a **Sub-Recipient** that is a "private entity" are as follows.

(a) The **Sub-Recipient**, and its employees, may not:

- (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
 - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
 - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
- (i) Is determined to have violated an applicable prohibition of this Agreement, or;
 - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
 - (a) Associated with performance under this Agreement, or;
 - (b) Imputed to the Sub-Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Suspension of Payments

7.1 This Agreement shall terminate automatically if the I.D.O.H. Grant to **I.F.H.C.**, or any portion of such Grant designated by **I.F.H.C.** for **Sub-Recipient's** Project, is transferred to another entity, reduced, suspended or terminated.

7.2 This Agreement may be terminated by **I.F.H.C.** upon thirty (30) days prior written notice to **Sub-Recipient**, if **Sub-Recipient** fails to comply with the provisions of this

Agreement or with any additional requirements or conditions applicable to this Agreement.

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.'s** sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.'s** right to terminate this Agreement pursuant to Paragraph 7.2.

7.4 This Agreement may be terminated by **Sub-Recipient** upon thirty (30) days prior written notice to **I.F.H.C.** in the event that:

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act and D.H.H.S. Regulations, or the terms and conditions of the I.D.O.H Grant would materially increase the costs or other burdens of **Sub-Recipient** in fulfilling its duties under this Agreement.

7.5 This Agreement may be terminated at any time by the mutual agreement of both **Sub-Recipient** and **I.F.H.C.**

7.6 In the event of termination under paragraph 7.1, **Sub-Recipient** shall only receive such payments as are provided and which are available for **Sub-Recipient's** Project under the terms of the I.D.O.H Grant, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior

to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.8 In the event of any such termination, all finished or unfinished documents, data, studies, and reports prepared by **Sub-Recipient** under this Agreement shall be disposed of according to **I.F.H.C.** instruction. **Sub-Recipient** reserves the right however, to make unrestricted use of data for research and reporting purposes.

7.9 Nothing herein shall be construed to relieve either party of liability for damage sustained by the other by virtue of its breach of the terms and conditions of this Agreement.

VIII.

Procedure for Appeal and/or Arbitration

8.1 **Sub-Recipient** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2. **Sub-Recipient** shall not be entitled to submit any dispute regarding termination of this Agreement pursuant to Paragraph 7.2 to arbitration as provided in Paragraph 8.2 unless **Sub-Recipient** first appeals to the Board of Directors of **I.F.H.C.** and complies fully with the procedure therefore as described below.

8.2 The procedure governing such an appeal shall be as follows:

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.

- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

8.3 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

- (a) All decisions rendered pursuant to Paragraphs 8.1 or 8.2 herein.
- (b) All actions for breach of this Agreement or noncompliance brought by either **I.F.H.C.** or **Sub-Recipient**.
- (c) All other actions or claims asserted by **I.F.H.C.** arising from management or administration of the Project by **Sub-Recipient**.
- (d) All other actions or claims asserted by **Sub-Recipient** arising from **I.F.H.C.**'s management or administration of the I.D.O.H Grant.
- (e) All other disputes relating to this Agreement or the subject matter of this Agreement.

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings; *except*, that if the parties cannot agree on the appointment of the arbitrator(s) within ten (10) days following reference of any dispute to arbitration, the appointment of the arbitrator(s) shall be made by the American Arbitration Association.

IX.

Notice

9.1 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to **I.F.H.C.**:

Indiana Family Health Council, Inc.
2960 N. Meridian St., Suite 230
Indianapolis, IN 46208

If to **Sub-Recipient**:

Monroe County Health Department
119 W. 7th Street
Bloomington, IN 47404

or to such other address as either party shall specify to the other by written notice.

9.2 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to conflict of law principles. Subject only to Paragraph 8.3, the parties hereto irrevocably consent to and waive any objection to the jurisdiction and venue of courts of the State of Indiana, Marion County, with respect to any and all actions related to this Agreement, the interpretation of this Agreement, or the enforcement thereof. Each party agrees not to bring a claim or suit in any other venue. Furthermore, each party hereby expressly agrees and acknowledges that this provision is reasonable and that it has:

- (a) Read this provision,
- (b) Been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,
- (c) In no way been coerced or forced to agree to this provision.

9.3 **Sub-Recipient** understands and acknowledges that any or all of the documents or records provided to **I.F.H.C.** during the course of the Project may be deemed to be subject to public disclosure under Indiana's Access to Public Records Statute, I.C. 5-14-3 *et seq.*, and **Sub-Recipient** waives any right or claim of liability as against **I.F.H.C.** arising from such disclosure.

X.

Designated Officials

10.1 The **Sub-Recipient** appoints **Dr. Clark Brittain** as its designated agent for administering **Sub-Recipient's** obligations under this Agreement.

10.2 **I.F.H.C.** appoints **Kristin A. Adams, Ph.D., CHES** as its designated agent for administering **I.F.H.C.'s** obligations under this Agreement.

10.3 The individuals designated in paragraphs 10.1 and 10.2 are designated for the purpose of notice and convenience, and under no circumstance shall either person identified in Paragraphs 10.1 or 10.2 be held personally or individually liable or responsible for the actions, representations or undertakings contained herein or taken pursuant to this Agreement by **I.F.H.C.** or **Sub-Recipient**.

10.4 Either party may change its designated contact for administering this Agreement by providing written notice to the other party of such change as provided in Paragraph 9.1.

**INDIANA FAMILY HEALTH
COUNCIL, INC.**

**MONROE COUNTY
HEALTH DEPARTMENT**

By: Kristin A. Adams
President & CEO

By: [Signature]
President, Monroe County
Commissioners

Date: 5/7/2024

Date: 5/2/2024

Acct	▲	▲	Loc Desc	▲	Acct Desc	Carry Forward	Approp	Original Approp	Addt'l Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
Fund : 8150														
Fund Desc : TANF Futures 93.558														
Loc : 9624														
Loc Desc : 2024														
			10071	2024		Nurse Practitioner/Adv Pr Nurs	0.00	0.00	0.00	0.00	14,176.40	(14,176.40)	0.00	0.00%
			10188	2024		Licensed Practical Nurse	0.00	0.00	0.00	0.00	7,257.60	(7,257.60)	0.00	0.00%
			17801	2024		Part-Time	0.00	0.00	0.00	0.00	2,926.62	(2,926.62)	0.00	0.00%
			18001	2024		FT Self Insurance	0.00	0.00	0.00	0.00	2,052.67	(2,052.67)	0.00	0.00%
			18101	2024		FICA	0.00	0.00	0.00	0.00	438.85	(438.85)	0.00	0.00%
			18201	2024		PERF	0.00	0.00	0.00	0.00	760.90	(760.90)	0.00	0.00%
							0.00	0.00	0.00	0.00	27,613.04	(27,613.04)	0.00	0.00%
							0.00	0.00	0.00	0.00	27,613.04	(27,613.04)	0.00	0.00%
							0.00	0.00	0.00	0.00	27,613.04	(27,613.04)	0.00	0.00%
							0.00	0.00	0.00	0.00	27,613.04	(27,613.04)	0.00	0.00%
							0.00	0.00	0.00	0.00	27,613.04	(27,613.04)	0.00	0.00%



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Economic Development Presenter: Jeff Cockerill

REQUESTED Meeting Date: 6/25/2024

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☒

Other (Specify): A resolution concerning Tax Abatement Compliance Forms

Was the Council Liaison notified prior to submitting the agenda request? No

Per [Resolution 2024-14](#), do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a detailed summary explanation for the request.)

The County received tax abatement Compliance forms for both Real and Personal Property Taxes. The Monroe County Economic Development Commission (EDC) reviewed the forms, discussed with representatives from both Provelli, LLC. and Oliver Wine Company, Inc. concerning the status of compliance. The EDC recommends the County Council approve the Compliance Forms.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

MONROE COUNTY ECONOMIC DEVELOPMENT COMMISSION

Recommendation to Monroe County Council

On June 17, 2024, the Monroe County Economic Development Commission ("EDC") reviewed the following Compliance Forms:

Proveli, Inc., (CF-1 PP)

Phoenix Closures/Lazarus LLC (CF-1 RP and PP)

GLC Bloomington (Ernest Health) (CF-1 RP)

Oliver Winery (CF-1 PP)

After reviewing the above Compliance Forms, the EDC recommends that the Monroe County Council:

☒ **Approve** the tax abatement compliance forms, allowing the abatements.
☐ **Reject** the tax abatement compliance forms.

ECONOMIC DEVELOPMENT COMMISSION


Isak Asare


Fred Schultz


Greg Travis

RESOLUTION 2024-24

2024 TAX ABATEMENT COMPLIANCE FINDINGS

WHEREAS, the Monroe County Council has reviewed Compliance with Statement of Benefits information on the above companies, and has taken into account past Council findings and the Council's statutory authority to find compliance where technical non-compliance may be ascribed to "factors beyond the control of the property owner (such as declines in demand for the property owner's products or services)" (I.C. 6-1.1-12.1-5.9),

NOW THEREFORE, The Monroe County Council finds that the companies listed below, and noted with an "X" are in substantial compliance with their Statements of Benefits and any applicable Memoranda of Understanding, and authorizes the Council President to sign the Compliance with Statement of Benefits form for each.

____ Oliver Wine Company, Inc. (Personal Property)
____ PROVELI, INC. (Personal Property)
____ GLC Bloomington Health (Ernest Health) (Real Property)
____ Lazarus, LLC (Phoenix Closures) (Real Property)
____ Phoenix Closures, Inc (Personal Property)

Resolved this 25th day of **June, 2024**.

* * * * *

Rest of page intentionally left blank.

Name	Real	Personal	SB-1 Estimate	Actual	Diffence
			Headcount	Headcount	Headcount
			total salary	Total Salary	Total Salary
Phoenix Closures Inc	x	x	\$4,100,000	90	17
Provelli		x	\$2,810,000	66	-12
Ernest Health	x		\$6,856,647	168	58
Oliver		x	\$5,519,405	51	-33



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

2024 Pay 20

INSTRUCTIONS:

1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of Taxpayer Oliver Wine Company, Inc.						County Monroe		
Address of Taxpayer (number and street, city, state, and ZIP code) 200 E. Winery Road, Bloomington, IN 47404						DLGF Taxing District Number 017		
Name of Contact Person Eric Smith				Telephone Number (812) 935-9265		Email Address esmith@oliverwinery.com		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body Monroe County, Bloomington Economic Dev. Corp.				Resolution Number 2022-26A		Estimated State Date (month, day, year) 12/01/2022		
Location of Property 200 E. Winery Road, Bloomington, IN 47404						Actual Start Date (month, day, year) 09/01/2022		
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. See attached list.						Estimated Completion Date (month, day, year) 12/31/2027		
						Actual Completion Date (month, day, year)		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1			ACTUAL	
Current Number of Employees				63			51	
Salaries				4574606.40			\$4339996.97	
Number of Employees Retained				63			51	
Salaries				4574606.40			\$4,339,996.97	
Number of Additional Employees				21			0	
Salaries				944798.40			0	
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 8300000	\$ 3320000	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 8300000	\$ 3320000	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 1,699,818	\$ 683,479	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS				AS ESTIMATED ON SB-1			ACTUAL	
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative 				Title Controller			Date Signed (month, day, year) 5/1/24	



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

FILED
MAY 13 2024

PRIVACY NOTICE

This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

2024 PAY 2025

INSTRUCTIONS:

1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits of the County, Indiana.
2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1

TAXPAYER INFORMATION

Name of taxpayer Proveli LLC	County Monroe
Address of Taxpayer (street and number, city, state and ZIP code) 4495 West Vernal Pike Bloomington IN 47404	DLGF Taxing District Number 011
Name of Contact Person Reinhardt Cyphers	Telephone Number Email Address

SECTION 2

LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body Monroe County Council/County Commissioners	Resolution Number 2020-25	Estimated Start Date (month, day, year) 06/01/2020
Location of Property 4495 W Vernal Pike Bloomington IN 47404		Actual Start Date (month, day, year) / /
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. Additional production/fabrication equipment as well as logistics equipment including racking and forklifts.		Estimated Completion Date (month, day, year) 12/31/2023
		Actual Completion Date (month, day, year) / /

SECTION 3

EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	28	66
Salaries	1,010,000	3,108,974
Number of Employees Retained	28	28
Salaries	1,010,000	1,318,959
Number of Additional Employees	50	38
Salaries	1,800,000	1,790,015

SECTION 4

COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project	1,560,000				250,000		40,000	
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	1,560,000				250,000		40,000	
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	333,862	77,520			55,644	12,920	7,949	1,846
Plus: Values of Proposed Project	1,261,822	468,103			210,304	78,017	30,043	11,145
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	1,595,684	545,623			265,948	90,937	37,992	12,991

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).

SECTION 5

WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6

TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative <i>Reinhardt Cyphers</i>	Title Partner	Date Signed (month, day, year) 05/14/2024
--	------------------	--

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>		The property owner IS in substantial compliance	
<input type="checkbox"/>		The property owner IS NOT in substantial compliance	
<input type="checkbox"/>		Other (specify) _____	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing
HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 5 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R5 / 12-21)

Prescribed by the Department of Local Government Finance

20 24 PAY 20 25

FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 16, 2022, or by the due date of the real property owner's personal property return that is filed in the township where the property is located, (IC 6-1.1-12.1-5.3(f)).
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

Auditor Monroe County, Indiana

CORRECTED CF-1 WITH
UPDATED EMPLOYMENT
DATA

SECTION 1 TAXPAYER INFORMATION			
Name of taxpayer GLC Bloomington Health, LLC (leases property to Bloomington Regional Rehabilitation Hospital, LLC/Ernest Healthcare)		County Monroe	
Address of taxpayer (number and street, city, state, and ZIP code) 7410 Aspect Drive, Ste. 100, Granger, Indiana 46530		DLGF taxing district number 53-004	
Name of contact person Ryan C. Rans		Telephone number (574) 251-4400	
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY			
Name of designating body Monroe County Council		Resolution number 2020-7B	Estimated start date (month, day, year) May 18, 2020
Location of property 3050 N. Lintel Drive, Bloomington, IN 47404		Actual start date (month, day, year)	
Description of real property improvements Construction/development of an approximate 47,000 SF rehabilitation hospital for operation by Ernest Health (Bloomington Regional Rehabilitation Hospital)		Estimated completion date (month, day, year) May 17, 2021	
		Actual completion date (month, day, year) November, 2021	
SECTION 3 EMPLOYEES AND SALARIES			
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	0		168
Salaries	N/A		Below
Number of employees retained	N/A		N/A
Salaries	N/A		N/A
Number of additional employees	110*		168
Salaries	\$6,856,647		\$9,490,849*
SECTION 4 COST AND VALUES			
COST AND VALUES		REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	
Values before project	\$0		
Plus: Values of proposed project	\$18,462,038	Reg. 17	
Less: Values of any property being replaced	N/A	N/A	
Net values upon completion of project	\$18,462,038	Reg. 17	
ACTUAL	COST	ASSESSED VALUE	
Values before project	\$0		
Plus: Values of proposed project	\$18,462,038+ (Cost)	Reg. 17	
Less: Values of any property being replaced	N/A		
Net values upon completion of project	\$18,462,038+ (Cost)	Reg. 17	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted			
Amount of hazardous waste converted			
Other benefits:			
SECTION 6 TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.			
Signature of authorized representative 		Title Gen. Counsel	Date signed (month, day, year) May 10, 2024

*Total employees for 2023 and salary/wage/benefit detail based on latest information provided by tenant.

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

20__ Pay 20__

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION									
Name of Taxpayer Phoenix Closures, Inc.						County Monroe			
Address of Taxpayer (number and street, city, state, and ZIP code) 975 Meridian Lake Drive, Aurora IL 60504						DLGF Taxing District Number 53015			
Name of Contact Person Stacie Gannon				Telephone Number (630) 420-4785		Email Address sgannon@phxpkg.com			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of Designating Body Monroe County				Resolution Number 2017-30		Estimated State Date (month, day, year) 06/01/2021			
Location of Property 1425 S. Curry Pike, Bloomington IN 47403						Actual Start Date (month, day, year) 06/01/2021			
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. Equipment includes injection molding and packaging equipment for production						Estimated Completion Date (month, day, year) 09/30/2022			
						Actual Completion Date (month, day, year)			
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1			ACTUAL		
Current Number of Employees							90		
Salaries							4,313,000		
Number of Employees Retained							65		
Salaries							3,600,000		
Number of Additional Employees				73					
Salaries				4,100,000					
SECTION 4 COST AND VALUES									
		MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project		\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project		\$ 19,400,000	\$	\$	\$	\$	\$	\$ 850,000	\$
Less: Values of Any Property Being Replaced		\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project		\$ 19,400,000	\$	\$	\$	\$	\$	\$ 850,000	\$
ACTUAL		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project		\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project		\$ 25,315,102	\$	\$	\$	\$	\$	\$ 602,996	\$
Less: Values of Any Property Being Replaced		\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project		\$ 25,315,102	\$	\$	\$	\$	\$	\$ 602,996	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).									
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
WASTE CONVERTED AND OTHER BENEFITS					AS ESTIMATED ON SB-1		ACTUAL		
Amount of Solid Waste Converted									
Amount of Hazardous Waste Converted									
Other Benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of Authorized Representative <i>Stacie Gannon</i>					Title CFO		Date Signed (month, day, year) 05/13/2024		



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R5 / 12-21)

Prescribed by the Department of Local Government Finance

Van Buren Twp

2024 PAY 20

FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 16, 2022, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer Phoenix Closures, Inc.	County Monroe	
Address of taxpayer (number and street, city, state, and ZIP code) 975 Meridian Lake Drive	DLGF taxing district number 53015	
Name of contact person Stacie Gannon	Telephone number (630) 420-4785	
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body Monroe County	Resolution number 2017-30	Estimated start date (month, day, year) 06/01/2021
Location of property 1425 S. Curry Pike, Bloomington IN 47403	Actual start date (month, day, year) 06/01/2021	
Description of real property improvements Refurbish the Otis Elevator building as an SQF (Safety Quality Food) certified facility to produce rigid plastic packaging for the food, pharmaceutical, Agchem and other markets to meet the anticipated future growth of Phoenix Closures.	Estimated completion date (month, day, year) 09/30/2022	
	Actual completion date (month, day, year) 12/1/2022 & (Office space completed 01/23/2023)	
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees		90
Salaries		4,313,000
Number of employees retained		65
Salaries		3,600,000
Number of additional employees	73	
Salaries	4,100,000	
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	5,300,000	
Plus: Values of proposed project	18,645,000	
Less: Values of any property being replaced		
Net values upon completion of project	23,945,000	
ACTUAL	COST	ASSESSED VALUE
Values before project	5,057,300	
Plus: Values of proposed project	23,322,956	
Less: Values of any property being replaced		
Net values upon completion of project	28,380,256	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative Stacie Gannon	Title CFO	Date signed (month, day, year) 05/13/2024